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CURRENT TOPICS.

WE ARE INFORMED that up to the present time neither division of the Court of Appeal has in any case granted a new trial, notwithstanding that numerous applications for new trials have been heard.

WE UNDERSTAND that in a case of *Re Briggs and Spicer*, a vendor and purchaser summons, heard by Mr. Justice STIRLING on the 24th ult., and upon which the learned judge reserved judgment, the question was raised whether section 47 of the Bankruptcy Act, 1883, does not render practically unsaleable, by creating a blot upon the title, all property the title to which is traced through a voluntary settlement—at any rate for ten years. The decision will be looked for with great interest. The question was discussed in 34 SOLICITORS' JOURNAL, at p. 581; and, as we remarked, there is little, if any, authority as to the effect of section 47.

THE PROFESSION will learn with much satisfaction, from the president's address at the recent meeting of the Incorporated Law Society, that measures have been taken to bring the scandal arising from the state of the witness actions in the Chancery Division, to which we have so frequently referred, to the notice of the authorities. Last week a deputation from the sub-committee of the Committee on Chancery Procedure waited upon the Lord Chancellor with reference to the appointment of an additional judge. The Lord Chancellor promised to consult his colleagues, and it may be hoped that the obstruction which has hitherto stood in the way of all proposals in this direction may be broken down. It is not, we believe, the legal authorities, but the Treasury and Lord RANDOLPH CHURCHILL who are responsible for the present condition of matters in the Chancery Division.

OUR READERS will do well to take note of an important decision of the Court of Appeal No. 2, on Wednesday last, in the case of *Re Taylor, Stileman, and Underwood* (reported on a subsequent page), as to the extent of a solicitor's lien for costs, and the effect of his taking a specific security from the client in discharging the lien. The court held that the lien extends to all costs, charges, and expenses of the solicitor, incurred by him as solicitor of the client, which are taxable—that is, which the taxing master has power to reduce, as distinguished from merely requiring them to be vouched—but that the lien does not extend to advances made by the solicitor to or on behalf of the client which are not made by him in

the character of solicitor. The court also held that, though the taking by a solicitor of a specific security for his costs does not *per se* necessarily discharge his lien, but that all the circumstances of the case must be considered, yet, having regard to the relation of solicitor and client, and to the duty of a solicitor to advise his client as to his position, there is a *primâ facie* inference that a solicitor who takes security for his costs intends to abandon his lien, if he expresses no intention of reserving it.

THE CASE OF *Stone* v. *Lickorish & Bellord* (reported elsewhere) follows *Re Wallis* (38 W. R. 482, 25 Q. B. D. 176) in deciding that a mortgagee-solicitor, who conducts in person proceedings relating to the security, is only entitled to charge the mortgagor out of pocket expenses. This, of course, is the old rule as laid down in *Selater* v. *Cottam* (5 W. R. 744), but a different principle was adopted in *London Scottish Benefit Society* v. *Chorley* (32 W. R. 781, 13 Q. B. D. 872) with regard to litigation in general when carried on by a solicitor on his own account, and it was held that where an action is brought against a solicitor who defends it in person and succeeds, he is entitled, on taxation, to the same costs as if he had employed another solicitor, except in respect of items which his personal conduct of the matter has rendered unnecessary. Not to allow this would simply lead, as BRETT, M.R., pointed out, to the employment of another solicitor. It is not very easy to see why exactly the same considerations do not apply to proceedings to which a solicitor-mortgagee is a party, but when the question arose in *Re Wallis* the Court of Appeal disclaimed the idea that the decision in *London Scottish Benefit Society* v. *Chorley* in any way interfered with the rule in *Selater* v. *Cottam*, and the incompatibility of the two cases was explained by the circumstance that the relation of mortgagor and mortgagee is one of contract. It is no part of such contract that the mortgagee shall be paid anything by the mortgagor for personal services rendered in relation to the security; and, moreover, since *Selater* v. *Cottam* the solicitor-mortgagee must be taken to have known this. The latter reason was good enough until the decision which gave a solicitor the costs of general litigation conducted on his own account—a decision which might well be supposed to have overruled *Selater* v. *Cottam*. And it is in point again now that *Re Wallis* has rehabilitated the old rule. But it is not the mortgagor who will gain. Solicitor-mortgagees will act upon Lord ESHER'S suggestion, and will not waste their time over work for doing which they are entitled to pay another solicitor.

A SORT of fatality seems to attach itself in these days to legislative enactments as to costs. Human ingenuity has hitherto failed to solve the riddle propounded by Parliament in section 5 of the Judicature Act, 1890; and during the time that the County Courts Act, 1888, has been in operation the fact has gradually come to light that section 116 of that Act also contains an enigma of a very puzzling nature. The section, it will be remembered, provides that in High Court actions no costs shall be allowed where less than £20 (contract), or £10 (tort), is recovered, and the claim is of such a nature that the action could have been brought in a county court; and, further, that only county court costs shall be allowed where the sum recovered amounts to £20 and upwards (contract), but is under £50, or to £10 and upwards (tort), but is under £20. Following these provisions is the well-known proviso that "if in any action founded on contract the plaintiff shall, *within twenty-one days after service of the writ, or within such further time as may be ordered by the High Court, or a judge thereof*, obtain an order under order 14 of the Rules of the Supreme Court empowering him to enter judgment for a sum of £20 or upwards he shall be entitled to costs according to the scale for the time being in use in the Supreme Court." This reads as if it were a very important proviso, especially the words we have italicized as to the limitation of time. As a matter of fact, those words in italics ought to be struck out of the section altogether, because their presence is embarrassing and useless. Let us suppose the case of a plaintiff obtaining an order for judgment under order 14 for £25 after the expiration of the twenty-one days, and without any order for extension of time. What costs is he to be allowed? The answer is that he is clearly only to have costs on the county court scale. But how are those costs to be ascertained? There is no standard to work from, seeing that there is no procedure in county court analogous to, or even resembling, the procedure under order 14. In fact, there does not appear to be any county court scale applicable, unless it be that which regulates costs in county court actions when judgment is obtained after appearance and hearing. Under that scale, however, the plaintiff would obtain more costs than he would on the Supreme Court scale under order 14, and it never could have been intended by section 116 to give more costs when judgment is obtained after the twenty-one days has expired than when it is obtained within that time. Either the limit as to time, therefore, should be struck out of the proviso altogether, or, if retained, some further provision should be inserted embodying the obvious intention of the section in some workable form.

MR. JUSTICE DENMAN is greatly missed at the Law Courts. It is not that the work of the courts has been neglected during his enforced absence; and, indeed, there is no judge on the bench who has better earned the right to be absent than Mr. Justice DENMAN. But there is a community attached to the courts who are not reconciled to, and who do not understand, his prolonged absence; and there is, unfortunately, no means of conveying to their individual intelligences the causes which have led to their friend's separation from them. We refer, of course, to the pigeons. Every day in term time, about the hour when the courts rise for luncheon, these legal fowl are accustomed to assemble on Mr. Justice DENMAN'S window-sill in the judges' quadrangle, and on every coign of vantage within easy flight of that important spot; and the first act of the learned judge on leaving the court is to open his window wide and pour out in generous handfuls a handsome meal of grain for his feathered friends. His first appearance at the window is a signal for the whole flock to arrive in fluttering confusion from the positions in which, being crowded out of the window-sill, the majority of them have been watching his window; and when he opens it they will fly on to his hands and dive their heads into the bag of corn he holds, and contend against one another for their claims like the keenest litigants, only without any fear of inconvenient judicial interference being interposed between them. And whatever the learned judge may do to litigants, he never stays *their* proceedings. They are just as well fed during his absence as when he is in attendance. He is far too thoughtful of his pets not to provide for them while he is away. But it is not quite the same thing to them. They are fed in a more prosaic fashion by the attendant in the courtyard below, and they evidently miss the excitement of that daily meal at the judge's window. They remain faithful in their attendance on his window-sill at lunch-time, and peer disconsolately through the glass until the luncheon-hour is well passed; and we may safely assert that there is no branch of the profession to whom the speedy recovery of the learned judge will give greater delight than to the Law Courts pigeons.

ACCORDING TO THE decision of the Court of Appeal in *Re The General Service Co-operative Stores* (*ante*, p. 224), applications under section 85 of the Companies Act, 1862, to restrain proceedings against a company pending the hearing of a winding-up petition, must be made, as hitherto, in the division to which the proceedings are attached. The question could hardly have arisen had ordinary care been used in the drafting of the Companies (Winding-up) Act, 1890. According to section 32 (2) of that Act, the expression "the court," when used in Part IV. of the Act of 1862, is, unless the contrary intention appears, to mean the court having jurisdiction to wind up companies under the Act of 1890. The reservation as to contrary intention hardly applies, for there could not, in 1862, have been any intention as to the effect of a statute of 1890. Now one of the courts having jurisdiction to wind up companies under the Act of 1890 is the High Court; but by section 2 the Lord Chancellor is to determine how the jurisdiction is to be exercised, and by the order of the 29th of November, 1890, he has determined that it shall be exercised by

the judges of the Chancery Division to whom, for the time being, chambers are attached. Consequently, under sections 1 and 2 and this order, the jurisdiction to wind up companies, so far as the High Court is concerned, is vested solely in such judges. On the face of section 32 (2), therefore, it would seem as though the same judges were contemplated in the definition of the expression "the court," and as the definition is expressly extended to Part IV. of the Act of 1862, it might have been supposed that the draftsman would have considered, in each case where the expression is there used, whether any difficulty could arise. Had he done so, he could hardly have failed to notice that a similar definition of the same expression had already caused litigation under section 85, and it would have been easy to prevent the recurrence of it. As it is, the Court of Appeal, affirming the decision of Mr. Justice KEKEWICH, have rejected what is at least a very plausible construction of the new Act, and they have referred the expression "court having jurisdiction under this Act to wind up the company" to the High Court generally. This being so, and the application to restrain proceedings having to be made to that court, it follows that the question of the division to which it must be made remains unaffected. Hence under section 24 (5) of the Judicature Act, 1873, and in accordance with the practice as laid down in *Re Artistic Colour Printing Co.* (14 Ch. D. 502), it must be made, as stated above, in the division to which the proceedings are attached.

IN THE CASE of *Allcock* v. *Hall* (reported elsewhere) the Court of Appeal has come to an important decision as to the effect of section 1 of Finlay's Act (53 & 54 Vict. c. 44). This section, it will be remembered, substitutes the Court of Appeal for the Divisional Court as the tribunal for hearing applications for new trials in actions tried by juries. Section 3 enables rules to be made, and in pursuance of this power a rule has been framed (R. S. C., August, 1890) that motions for new trials "shall be subject to the provisions of ord. 39, r. 4, and shall be brought before the Court of Appeal *in like manner as an appeal*." Ord. 39, r. 4, it may be remembered, only regulates the time for serving the notice of motion. But the words in italics bring in order 58, which is the code governing the practice as to "Appeals to the Court of Appeal." Rule 4 of that order provides that "the Court of Appeal shall have all the powers and duties as to amendment and otherwise of the High Court," with power to receive further evidence, and "power to draw inferences of fact and to give any judgment and make any order which ought to have been made, and to make such further or other order as the case may require." Now in *Toulmin* v. *Millar* (12 App. Cas. 746), in the House of Lords, Lord HALSBURY expressed a doubt whether the Court of Appeal was possessed of the power which it had assumed to exercise in that case—that is to say, on an appeal from a divisional court, on an application for a new trial, all the facts being before it, to give judgment under ord. 58, r. 4, for the party in whose favour the verdict ought to have been given, instead of directing a new trial. But Lords Justices LINDLEY, LOPES, and KAY, after consulting the other members of the Court of Appeal, have now decided that they have, on an application for a new trial, power to give such judgment. In *Allcock* v. *Hall* the court thought the verdict wrong, and agreed with the judge at the trial that it was "perverse." They also thought that there was no reasonable chance of obtaining further evidence, and that they had all necessary materials before them; and, accordingly, they boldly set aside a verdict of a special jury in favour of the plaintiff, and gave judgment for the defendant with costs in both courts, without putting the parties to the delay and expense of a new trial. The principal reason given is, that an application for a new trial is in the nature of an appeal, and that ord. 58, r. 4, is not confined to appeals strictly so called. But the order of August, 1890, seems only to apply the appeal machinery of order 58 to applications for new trials, and, if that view is correct, it is difficult to reconcile the decision of the Lords Justices with the Lord Chancellor's *dictum*.

IN THE RECENT CASE of *Low* v. *Bouverie* Mr. Justice NORTH decided that a trustee who had received notice of an incumbrance upon the trust property, but who had forgotten it, was liable to a person who advanced his money on the faith of the trustee's representation that the property was free from incumbrance. The liability, it was said, was established by all authority. This of course is so, the authorities most in point being *Burrowes* v. *Lock* (10 Ves. 470), and *Slim* v. *Croucher* (1 D. F. & J. 518), but, nevertheless, some doubt has been felt upon the matter since the decision in *Peek* v. *Derry* (38 W. R. 33, 14 App. Cas. 337). It is true that Lord HERSCHELL there disclaimed any intention to interfere with those decisions, and he pointed out (14 App. Cas., at p. 369) how in *Brownlie* v. *Campbell* (5 App. Cas., at p. 935) Lord SELBORNE had placed them in an altogether different category from actions to recover damages for false representation. Still, it is not altogether clear why trustees should suffer for a lapse of memory, while directors, apart from statute, go scot free; and an interesting note, casting doubt upon the possibility of maintaining Lord HERSCHELL's distinction, will be found in the appendix to Clerk & Lindsell's "Law of Torts." Having regard, however, to the express exception of this class of cases from the consequences of the judgment of the House of Lords, it was of course impossible for a court of first instance to do otherwise than follow the old authorities, and, as Mr. Justice NORTH did on the present occasion, to hold the trustee liable for his mis-statement, although due simply to forgetfulness.

IN THE CASE of *The Briton Medical Association* v. *Asher* the defendant had, in 1879, borrowed money from the plaintiffs on his promissory note and the mortgage of a policy of assurance on his life. In 1881 he absolutely assigned his equity of redemption in the policy. The assignee paid interest till 1886, when he allowed the policy to lapse. The plaintiffs then sued ASHER on the promissory note, but a county court judge held that the debt was statute-barred. The Queen's Bench Divisional Court (VAUGHAN WILLIAMS and LAWRANCE, JJ.) on Tuesday reversed this decision, holding that the payments of interest were made by the assignee as agent for the defendant. The point seems to have been decided so long ago as 1853 in *Forsyth* v. *Bristowe* (1 W. R. 356, 8 Ex. 716), which, we believe, was not cited either to the county court judge or the Divisional Court. The recent case is the converse of *Newbould* v. *Smith* (33 Ch. D. 127). In the latter case it was decided that payment of interest by a mortgagor after he assigns his equity of redemption does not, without more, prevent the Statute of Limitations from running in favour of the assignee; while in the case under consideration it was held that payment of interest by the assignee of the equity of redemption keeps the debt alive as against the mortgagor, on the ground, apparently, that the payments were made by a person liable to indemnify the mortgagee, a person who must, therefore, be considered as his agent for making the payments.

THE CONTRACTS OF MARRIED WOMEN.

IT has been well settled, since the decision in *Palliser* v. *Gurney* (35 W. R. 760, 19 Q. B. D. 519), that, in order to insure the validity of a married woman's contract, it is essential that she should have separate property at the time when the contract is made; and it is not sufficient that separate property is afterwards acquired. But the important question whether such property must necessarily be "free"—that is, not subject to any restraint upon anticipation—seems to have first come up for direct decision in the case of *Braumstein* v. *Lewis*, recently tried before Mr. Justice DAY. According to him, the property must be free, but he regards the matter as uncertain, and appears to be doubtful as to the fate which his decision may meet with in a superior court.

Doubt of this kind is, under any circumstances, prudent; but in the present instance there does not seem to be much ground for it. Indeed, there would be little to be said for the opposite view were it not for some incautious expressions in *Harrison* v. *Harrison* (13 P. D. 180), which find an echo also in the judgment of MATHEW, J., in *Leake* v. *Driffield* (38 W. R. 93, 44 Q. B. D. 98). In the former case the Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) seem to have been of opinion that the

possession of inalienable property was sufficient to satisfy the mere requirement of the possession of separate property at the time of the contract, but that the fact of its inalienability was also sufficient, on the other hand, to shew that there was an intention not to contract with respect to it. The unsatisfactory nature of this reasoning is illustrated by the recent case, in which the married woman, at the same time that she entered into a covenant, expressly charged separate property which she was restrained from anticipating. So far, then, from there being any intention on her part not to contract with respect to this property, there was a clearly-expressed intention to do so, and thus it became necessary to decide whether the fact that it was subject to a restraint on anticipation was enough to impeach the validity of the contract.

The question depends, of course, upon sub-sections (2), (3), and (4) of section 1, and upon section 19, of the Married Women's Property Act, 1882, which provide as follows:—(Sub-section (2)) A married woman is "capable of entering into and rendering herself liable in respect of, and to the extent of, her separate property on any contract"; (sub-section (3)) every contract is to be deemed to be entered into by her with respect to, and to bind, her separate property, unless the contrary be shewn; (sub-section (4)) every contract so entered into binds not only the separate property of which she is possessed at the date of the contract, but also all after-acquired separate property; and (section 19) nothing contained in the Act is to interfere with any restriction against anticipation attached to the enjoyment of property under any settlement, will, or other instrument.

The general effect of these enactments is well settled. Apart from the provision as to the contract binding after-acquired property, they seem to do no more than impose at law a liability upon married women's separate estate which formerly existed only in equity (per Lord ESHER, M.R., in *Scott* v. *Morley*, 36 W. R. 67, 20 Q. B. D., at p. 126). Consequently, there is no personal liability imposed upon the married woman (*Draycott* v. *Harrison*, 34 W. R. 546, 17 Q. B. D. 147), and execution upon a judgment recovered in respect of a contract is limited to her separate property not subject to any restriction against anticipation (*Scott* v. *Morley*). The matter of chief importance, therefore, is the new liability imposed in respect of after-acquired property; and, in considering its nature, it is necessary to refer to the former law. Under this it was settled that, for a contract to bind separate property which the married woman had at the date of making it, such property must be free from any restraint upon anticipation. To have held the opposite would have been, as was said by WOOD, V.C., in *Re Sykes' Trusts* (2 J. & H., at p. 419), "to overthrow the whole protection which is given to married women by courts of equity." And the judgment of the Court of Appeal in *Pike* v. *Fitzgibbon* (29 W. R. 551, 17 Ch. D. 454) carried this one step further, and established that nothing except such free property possessed at the time of the contract could be bound. The married woman might afterwards acquire other property, but this would not be liable to be taken in execution on a judgment obtained on the contract. It is this later development of the law which is contradicted by the express provision of sub-section (4), that the judgment shall bind after-acquired property; but it seems clear that the liability thus imposed is regarded as simply additional to a liability already in existence. Indeed, the construction put upon the enactment, that, for it to come into operation, there must be separate property at the date of the contract, seems to require as a necessary corollary that such property must itself be actually bound by the contract. Intimations of opinion to this effect are, indeed, not wanting. Thus, in *Palliser* v. *Gurney* (*suprà*) LINDLEY, L.J., said: "Sub-section (3) presupposes that some contract binding separate property has been entered into." The same may be gathered, too, from the terms of sub-section (4). The contract is to bind *not only* the separate property held at the date thereof, but also after-acquired property. In other words, it must first bind property held at the date of the contract, and then it will bind other property also. If this is so, it of course follows that the former property must be free. Section 19, preserving the effect of restraints on anticipation, shews that the Act has produced no alteration in this respect.

The only difficulty seems, as stated above, to be caused by the judgments in *Harrison* v. *Harrison*, where, in order to shew that the possession at the date of the contract of property subject to restraint was not sufficient to insure the validity of the contract as against after-acquired free property, reliance was placed, not on the mere fact of the restraint, but upon the inference thence to be drawn, that the married woman did not contract with reference to it. Thus COTTON, L.J., said: "Under the Act of 1882 a contract is only to be presumed to be made with reference to the separate estate unless the contrary shall appear, and it seems to me that in the present case the contrary does appear, for the fact of the separate estate being inalienable precludes the suggestion that the contract . . . was made in respect to that separate estate." But while this was sufficient for the determination of the particular case, the reasoning fails where there are circumstances which shew that the contract was actually made with respect to the inalienable property, and then it is necessary either to admit that such a contract might be valid, or to fall back upon the more general principle adopted by DAY, J., that for a contract ever to be binding on the property of a married woman, it must already be binding on some property in the first instance; that is, she must at the date of the contract be possessed of free property. There seems to be little doubt that this latter view is correct.

MORE ABOUT THE OMISSION OF THE MAINTENANCE CLAUSE.

LEGACIES.

WE have already pointed out (*ante*, p. 150) that where a contingent legacy, or a vested legacy the payment of which is postponed, is given by a will which contains a gift of the residuary personalty, the income of the legacy passes by the residuary gift until the contingency happens or till the time when the legacy becomes payable. It follows that if such a legacy is given to an infant by a will not containing an express maintenance clause, the infant is not entitled to maintenance under the Conveyancing Act, 1881, s. 43, as the residuary gift operates as the expression of a "contrary intention" within the meaning of the section. The rule, however, is subject to an exception; where the legacy is separated from the residue it bears interest, so that if it be given to an infant there is no expression of a "contrary intention," and in the absence of an express maintenance clause the provisions of the Act apply.

The question therefore arises, what amounts to a "separation" of the legacy? This question is one of considerable difficulty, and in some cases can hardly be said to be settled. The separation may appear either from the provisions as to the residue or from the provisions as to the legacy itself.

First, *where the separation appears from the provisions as to the residue itself.* Sometimes the residue is directed to be laid out in the purchase of land to be settled. In this case the intention generally is that the land should be purchased without waiting to see whether the contingency happens. It is not possible to suppose that it is intended that the legacy should be invested in the purchase of the land, as, if this were done, the money would not be forthcoming for the satisfaction of the legacy at the time when the contingency happened or the legacy becomes payable; it would be necessary to raise the money by sale of the land, and the legatee would be kept waiting for his legacy till this was done. This view was taken in *Acherley* v. *Wheeler* [sometimes cited as *Acherley* v. *Vernon*] (1 P. Wms. 782) and in *Bourne* v. *Tynte* (2 Vent. 346, reported from the registrar's book, 2 P. Wms., at p. 786), and it was held that the direction to invest the residuary personalty in the purchase of land separated the legacy from the residue. It should be observed that in both of these cases the legacy was vested, though payment was deferred till the legatee attained twenty-one; but, as pointed out in the article above referred to, the rules as to payment of interest are the same where the legacy is vested, but payable at a future day, and where it is contingent. It ought to be pointed out that, according to the report of *Bourne* v. *Tynte* in Ventris, the decision was founded on the fact of the testator being the parent of the legatee, and that it has often been observed (see *Festing* v. *Allen*, 5 Ha., at p. 579) that the circumstances in *Acherley* v. *Wheeler*

were special, so that the rule here laid down cannot be considered as fully established. Where the severance is to take place only because the residue becomes payable before the legacy, though the fact of such payment being made causes a severance, it does not have the effect of making interest payable on the legacy (see *Festing* v. *Allen*, 5 Ha., at p. 578; *Re Judkins*, 25 Ch. D. 743).

Secondly, *where the separation appears from the provisions as to the legacy*. There is a difference between an immediate legacy to trustees on trusts under which the beneficial enjoyment of the legacy is postponed and a legacy to a beneficiary payable *in futuro* or on a contingency. Where the legacy is of the former class, the trustees are entitled to be paid at the expiration of one year from the death of the testator—in other words, the legacy is separated from the residue; in the latter case the legacy is not payable until the event happens, and possibly, if that event is contingent, may never become payable; in this case the legacy is not severed from the residue until payment.

In a legacy of the former class the trustees themselves invest the legacy and receive the income. There are two different manners in which the income may be applied, in the absence of express directions, until some person becomes entitled to the beneficial enjoyment of it under the trusts. On the one hand it may be considered that equity ought to follow the law, that it can make no difference in equity whether the legacy is given to the beneficiary himself or to trustees for him, and that in cases where, if the legacy had been given directly to him, the income until the legacy was payable to him would fall into the residue, it must do so notwithstanding the fact that the gift was made through the mechanism of a trust. On the other hand it may be said that the mere fact of the legacy being made to trustees indicates an intention that the residuary legatee is to have nothing to do with it, that it is to be considered as separated from the residue, so that the income till the legacy is payable to the beneficiary ought to be accumulated as an accretion to the capital. The former view was adopted in *Wyndham* v. *Wyndham* (3 Bro. C. C. 57), *Shawe* v. *Cunliffe* (4 Bro. C. C. 152), *Harris* v. *Lloyd* (T. & R. 310), *Fullerton* v. *Martin* (1 Dr. & Sm. 31), and *Edmunds* v. *Waugh* (2 N. R. 408—a decision of the Lords Justices). The latter view was adopted in *Re Medlock* (55 L. J. Ch. N. S. 738), *Johnson* v. *O'Neill* (L. R. Ir. 3 Ch. D. 476), and *Kidman* v. *Kidman* (40 L. J. Ch. N. S. 359). In *Re Medlock* it was held that it made no difference that the same persons were trustees of the legacy and executors of the will. Having regard to this conflict of authorities, it appears impossible to say with any certainty what amounts to a "separation" in the case of a settled legacy. But we may say that in all cases where infants take any interest in a settled legacy the statutory power of maintenance cannot be relied upon.

In *Kidman* v. *Kidman* (*ubi suprà*) it seems to have been considered that in all cases where there is a gift of income to a tenant for life, the legacy must be severed at once for his benefit, but this is not in accordance with the prior decisions.

Where the legacy is specific it never formed part of the testator's residuary estate, so that although in this case if the legacy was made direct to the legatee and the payment was deferred, or if the legacy was made to vest on a contingency, the intermediate income would fall into the residue as being undisposed of, still, if a specific legacy is made to trustees so as to be immediately payable, it is considered as separated from the residue, and, therefore, as bearing income: *Boddy* v. *Dawes* (1 Keen, 362), *Saunders* v. *Vautier* (Cr. & Phil. 240).

Where legacies were given to infants payable "when or if they attain" twenty-one, "the legacies to be put out at interest on separate deeds," it was held that they were separated from the residue, and that, therefore, they bore interest: *Lister* v. *Bradley* (1 Ha. 10).

Where a will was in the common form, containing gifts of legacies followed by a gift of real and personal estate in trust for conversion, and directing the trustees to pay debts and legacies out of the proceeds of conversion, and to stand possessed of the residue of the said moneys upon trust in the first place to pay a contingent legacy, it was held that the contingent legacy was not severed from the residue: *Re Judkins* (25 Ch. D. 743). If it had not been for the elaborate arguments of counsel, and the carefully considered judgment, one would have said that the case was perfectly clear. There is no magic in words, and whether the gift of the legacies precedes or follows the trust for conversion, the meaning must be the same. The effect of the trust for conversion, and the direction to pay legacies thereout, is to render the proceeds of the conversion of the realty applicable to the payment of the legacies *pari passu* with the personalty.

Appointment under Special Power.

The doctrines as to severance apply to legacies given under a special power of appointment, the question in this case being whether they are separated from the residue of the fund. This is readily seen by comparing *Gotch* v. *Foster* (L. R. 5 Eq. 311) with *Long* v. *Ovenden* (16 Ch. D. 691). In the former case a certain sum, part of a trust fund, was appointed on a contingency, and it was held that until the contingency happened the income passed under the gift of the residue of the fund, while in the latter case an appointment of an aliquot share of the trust fund on a contingency passed the intermediate income.

Settlements on Marriage.

There is a great difference between settlements made on marriage and voluntary settlements or wills. In the former case the issue are persons on behalf of whom a purchase is made, the provisions for their benefit are purchased by the husband and wife respectively. See per Eldon, C., *Parker* v. *White* (11 Ves., at p. 228). On the other hand every person taking an interest under a voluntary settlement or a will is a mere volunteer. Persons who claim under the ultimate trusts contained in a marriage settlement of personalty in the ordinary form, are so far volunteers that they cannot take as against a subsequent purchaser for value: *Johnson* v. *Legard* (3 Madd. 283), *Cotterell* v. *Homer* (13 Sim. 506).

We have already pointed out (*ante*, p. 149) that where the ultimate trusts are made expressly subject to "the trusts and powers hereinbefore declared and contained or by law vested in the trustees," they are by reason of the words "or by law vested in the trustees" expressly made subject to the provisions of the 43rd section of the Conveyancing Act, 1881, and that, therefore, the children of the marriage are entitled to maintenance in the absence of an express power to that effect.

The question suggests itself, Are the children entitled to maintenance, in the absence of an express power, where the ultimate trusts are not made expressly subject to the "powers by law vested in the trustees," as in the forms employed by Mr. Wolstenholme and Mr. Davidson? We have to consider who would be entitled to the income of the settled funds after the death of the survivor of the husband and wife before any child attains twenty-one, in the absence of any express or statutory provisions. It is pointed out by Mr. Davidson (3 Dav. Prec. 175) that, where the settlement is in the ordinary form, under which the children only take expectant interests till they attain twenty-one, or, being daughters, marry, the income would [probably: see his note on p. 176] have to be accumulated as an accretion to the capital. This view seems to have been adopted in *Re Cotton* (1 Ch. D. 232)—a case on a will. If this view be correct, there is no expression of a "contrary intention" in the settlement.

Where the ultimate trusts contain, as in Mr. Davidson's forms, a declaration that the trustees "shall stand possessed of the trust premises and the income thereof, or of so much thereof respectively as shall not have become vested or been applied under any of the trusts or powers hereinbefore contained," without any reference (as in Key & Elphinstone) to "powers conferred by statute," it may be argued that, according to the well-known maxim, "*Designatio unius est exclusio alterius*," the reference to the powers *hereinbefore* contained operates as an expression of intention that the income is not to be reduced by any exercise of the statutory powers.

It must, however, be observed that where children take under a settlement made on their parents' marriage, there is a strong presumption in their favour in a conflict with the persons claiming under the ultimate trusts, owing, as has been already pointed out, to the former being purchasers, while the latter are only volunteers. On the whole, we are of opinion that in the ordinary settlement of personalty, where the shares of the children vest

at twenty-one, or in the case of daughters at marriage, and the ultimate trusts are in any of the common forms, the children are entitled to maintenance under the Act.

REVIEWS.

BOOKS RECEIVED.

The Companies Winding-Up Practice. The Companies (Winding-up) Act and Rules, 1890, and Part IV. (Winding-up) of the Companies Act, 1862; Forms, Scales of Costs, with Fees and Percentages; Directors' Liability Act, 1890; Lord Chancellor's Orders, Board of Trade Orders and Forms, and Notes thereon. By M. MUIR MACKENZIE, Barrister-at-Law, and C. J. STEWART, Barrister-at-Law, Official Receiver under the Companies (Winding-up) Act, 1890. Shaw & Sons.

GIBSON and WELDON'S Student's Bankruptcy, intended as an explanatory treatise on the Law and Practice of Bankruptcy, prepared specially for the use of students, and more particularly for the use of students for the Final (Pass) and Honours Examinations of the Law Society. Second Edition. By the Authors. London: *Law Notes* Publishing Offices.

CORRESPONDENCE.

ORIGINATING SUMMONSES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I be allowed to supplement my letter which appeared in your issue of the 24th ult. with a suggestion that, in lieu of an originating summons, a plaintiff should be allowed the option of initiating his proceedings by a writ claiming administration or specific or general relief, as the circumstances of the case may require?

In due course after service, or at the expiration of the time limited for appearance, the plaintiff would issue an ordinary 3s. summons in chambers asking for the specific relief or the decision of the particular question, and he could renew his application at any time by a fresh summons, to be served on the solicitors already on the record, as the circumstances of the case required or the points arose for decision.

The advantages of this course are apparent. There would be no longer any difficulty about service out of the jurisdiction, no necessity for certificates, no renewal of the time for service, and not so much loss of time in vacations. And the extra cost of the writ would be counter-balanced by the convenience and economy of successive applications by ordinary summons, in lieu of a fresh originating summons with fresh appearances and certificates as now required.

23, Essex-street, Strand, London, W.C., Feb. 3. S. H. C.

THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A good deal has been done during the last few years in the way of lightening the burden on land in Middlesex which is cast by the Middlesex Registry; but there is a further reform, which, in my judgment, might very fitly be applied to it. That would be to procure an Act providing that it should be unnecessary to register any lease or any purchase deed of any interest in possession when the party claiming under the deed took possession of the property conveyed immediately after the execution of the deed, or was already in possession and so continued. The cases thus relieved from registration would be just those in which registration is unnecessary, inasmuch as all the world can ascertain by inquiry who is actually in possession of any land. The omission of these deeds would also relieve the register of its surplus entries, and bring down the residue to a reasonable compass, in which a search for mortgages and other incumbrances would not be a very lengthy operation.

40, Chancery-lane, Feb. 3. A. D. TYSSEN.

THE PROTECTION AFFORDED BY THE LEGAL ESTATE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your able and interesting article under the above heading in the number of January 31 seems to be founded on the assumption that the Court of Appeal held in *Taylor* v. *Russell* that the defendants obtained a conveyance of the legal estate from a bare trustee. It is true you admit that the conveyance from the Surtees trustees was not a clear case of a conveyance from a bare trustee, yet you subsequently say, "Although, then, the Court of Appeal, in allowing Russell's defence, did not go solely upon the ground that a subsequent equitable incumbrancer can protect himself by getting in the legal estate from a bare trustee, yet at any rate the possibility of his so doing was admitted." If I may be excused for saying a word, I wish to observe:—It does not appear to me that the court did admit the possibility of a subsequent incumbrancer's protecting himself by getting in the legal estate from a bare trustee. The court appears to have distinctly avoided saying what would have been the result in such a case. The judgment seems based upon the fact that the Surtees trustees, who conveyed to the defendants, obtained the legal estate from the Legard trustees clothed with a trust, or subject to a condition, to convey to the defendants, which in good faith they were bound to perform. For, after noticing the argument that the plaintiffs, having an equitable estate prior in time to that of the defendants, had the better right to call for an assignment from the Surtees trustees of the legal estate, the judgment proceeds:—"It is not necessary to consider whether, if Wilkinson and his co-trustee had obtained the legal estate *free from any trust or condition*, this contention ought to prevail; but they did not so obtain it: it came to them from the diligence and exertions of the defendants, and it came to them clothed with a trust or subject to a condition to convey it to the defendants. . . . They could not, when they had taken it, refuse to perform the conditions on which they took it without a gross violation of confidence and breach of good faith."

Feb. 2. A. J. W.

[The case was, of course, considerably complicated by the circumstance that there were two sets of trustees, and the Surtees trustees could not, of course, have refused to pass on the legal estate in accordance with the condition on which they took it. But it seems to be equally clear that the Legard trustees, although they treated themselves as having no pecuniary interest in the matter, were allowed to give a preference to a subsequent incumbrancer by arranging that the legal estate should become vested in him. This is a result as to which Lord Eldon even felt difficulty, and which seems to us inconsistent with the later cases to which we referred. The Court of Appeal appear to have treated Sir George Jessel's statement of the modern doctrine in *Harpham* v. *Shacklock* as an isolated *dictum*, to be justified by the special circumstances of the case, and not as a conclusion founded upon a series of modern decisions.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

REG. *v.* THE ASSESSMENT COMMITTEE OF ST. MARY ABBOTT'S, KENSINGTON—No. 1, 2nd February.

UNION ASSESSMENT COMMITTEE ACT, 1862 (25 & 26 VICT. c. 103), ss. 18, 19—VALUATION OF METROPOLIS ACT, 1869 (32 & 33 VICT. c. 67), s. 5—ASSESSMENT COMMITTEE—OBJECTION TO VALUATION—RIGHT OF OBJECTOR TO APPEAR BY AGENT.

This was an appeal from the decision of a divisional court (Pollock, B., and Charles, J.) granting a rule for a *mandamus* calling upon the assessment committee to hear and determine the objection of a Mr. Preston to the valuation list of the parish in respect of the valuation of his premises, and to hear his agent and witnesses. At a meeting of the committee a surveyor had attended on behalf of Mr. Preston to state his objection, and also to give evidence. The committee had declined to hear him, on the ground that it was their rule only to hear the objector himself, or some member of his family or household, or a member of the legal profession on his behalf. The Divisional Court held that the committee had no right to refuse to hear the surveyor, and granted the *mandamus* accordingly. The defendants appealed, contending that they had judicial functions to exercise, and were, therefore, in some sense, a court, and, as such, had power to regulate their own procedure for the purpose of carrying on their business.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that, whatever the assessment committee were, they were not a court, and had no judicial functions to discharge. They were simply a body of select vestrymen, empowered by Act of Parliament to hear and determine objections to the valuation list. They had no such power as they assumed to themselves, of saying that they would not hear the duly authorized agent of an objector. In his opinion they had no right to limit the class either of advocates or witnesses coming before them, although they would, no doubt, have a discretion as to the number whom they would hear. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Henn-Collins*, Q.C., and *J. V. Austin*; *Philbrick*, Q.C., and *Alexander Glen*. SOLICITORS, *Pontifex, Hewitt, & Pitt*; *Nye, Greenwood, & Moreton*.

ALLCOCK *v.* HALL—No. 2, 4th February.

PRACTICE—MOTION FOR NEW TRIAL—POWER OF COURT TO ENTER JUDGMENT CONTRARY TO VERDICT—53 & 54 VICT. c. 44, s. 1—R. S. C., LVIII., 4—ORDER OF AUGUST, 1890.

This was a motion by the defendants, asking that the verdict at the trial of the action before Hawkins, J., or the finding on one issue, might be set

aside, and a new trial had of the whole action, or of the issue in question, on the ground that the finding complained of was perverse and against evidence. The case raised an important question as to the powers of the Court of Appeal with respect to motions for new trials, having regard to Mr. Finlay's Act of last session (53 & 54 Vict. c. 44). The action was brought by the trustees of a chapel against timber merchants, who occupied a timber yard immediately adjoining the chapel, claiming an injunction to restrain the defendants from continuing a trespass on the plaintiffs' property by means of some pieces of wood called "put logs," which had been inserted in the wall of the chapel, and placing planks of timber so as to lean against the wall and the "put logs." The plaintiffs also claimed damages. The defence was that, by virtue of continuous user as of right, without interruption for upwards of thirty years, by the defendants and their predecessors, the defendants had acquired a right under the Prescription Act. The evidence at the trial was conflicting, and the jury found a verdict which, in substance, amounted to this—that the defendants had obtained by prescription a right to the support of timber by leaning against the wall, but not a right to the insertion of the "put logs." The judge reserved judgment.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) set aside the verdict, and ordered judgment to be entered for the defendants, with costs in both courts. LINDLEY, L.J., thought that the verdict was unquestionably wrong. He thought the jury must have misapprehended the nature of the evidence. He had consulted Hawkins, J., because it was extremely difficult for the Court of Appeal to deal with evidence only in writing. The demeanour of the witnesses and other matters were very material in estimating the value of evidence. Hawkins, J., said that his opinion was, and always had been, that the verdict was utterly wrong. He thought the defendants had established their case. Under these circumstances, the question was, What ought the Court of Appeal to do? The court was always very careful about setting aside the verdict of a jury. The principle on which it acted was laid down in *The Metropolitan Railway Co.* v. *Wright* (11 App. Cas. 152). It was there stated by Lord Herschell: "The case was one unquestionably within the province of a jury; and, in my opinion, the verdict ought not to be disturbed unless it was one which a jury, viewing the whole of the evidence reasonably, could not properly find." Could the court say that the present case fell within the rule thus laid down—that, though the question was unquestionably within the province of the jury, yet the jury, if they had viewed the whole of the evidence reasonably, could not possibly have found such a verdict? In his lordship's opinion the case was brought within the rule. It appeared to him that the verdict was so utterly irreconcilable with the evidence reasonably considered that it ought to be set aside. But this did not entirely dispose of the case. The question then arose whether the court should simply order a new trial, or whether it should exercise the power which he thought it had, to enter the judgment for the defendants? Before the passing of Finlay's Act it was decided by this court in *Millar* v. *Toulmin* (34 W. R. 695, 17 Q. B. D. 603) that—"On an appeal from the order of a divisional court, upon an application for a new trial, the Court of Appeal has power, under ord. 58, r. 4, if all the facts are before the court, to give judgment for the party in whose favour the verdict ought to have been given, instead of directing a new trial." Rule 4 of order 58 provided that "the Court of Appeal shall have power to draw inferences of fact and to give any judgment and make any order which ought to have been made, and to make such further or other order as the case may require." This rule gave the Court of Appeal a much larger power than a divisional court had under rule 10 of order 40, which provided that "upon a motion for judgment, or upon an application for a new trial, the court may draw all inferences of fact not inconsistent with the finding of the jury, and if satisfied that it has before it all the materials necessary for finally determining the questions in dispute, or any of them, or for awarding any relief sought, give judgment accordingly." Upon the words of rule 4 the Court of Appeal in *Millar* v. *Toulmin* decided that it was competent for that court, upon an appeal from an order of a divisional court on a motion for a new trial, if it thought that a verdict ought to be set aside, and was satisfied that it had before it all the evidence which could reasonably be expected to be obtained, not only to set aside the verdict for the plaintiff, but also to enter judgment for the defendant. In his lordship's opinion Mr. Finlay's Act had not deprived the Court of Appeal of that power. Section 1 of that Act provided:—"From and after the commencement of this Act every motion for a new trial, or to set aside a verdict, finding, or judgment, in any cause or matter in the High Court in which there has been a trial thereof, or of any issue therein with a jury, shall be heard and determined by the Court of Appeal, and not by a divisional court of the High Court, provided always that such motions shall be heard and determined before not less than three judges of the Court of Appeal sitting together." That section did not make a motion to set aside the verdict of a jury technically an appeal. But when the motion came before this court it could, in his lordship's opinion, exercise, with regard to the motion, all the powers which it possessed as the Court of Appeal. Their lordships, therefore, thought that, though the present application was not technically an appeal, they could and ought to exercise the power conferred by rule 4 of order 58 (they being satisfied that nothing would be gained by ordering a new trial) by entering judgment for the defendants with costs in both courts. LOPES, L.J., concurred. He referred also to the rule made in August last, which provides that "every motion for a new trial, or to set aside a verdict, finding, or judgment where there has been a trial thereof or of any issue therein with a jury, shall be entered in the Court of Appeal in the same way as motions by way of appeal to the Court of Appeal are now entered where there has been a trial without a jury. Such first-mentioned motions shall be subject to the provisions of ord. 39, r. 4, and shall be brought before the Court of Appeal in like manner as an appeal." He thought the effect of that rule was to put a motion for a new trial in the same position as an appeal, and if that were so, a motion for a new trial would be governed by rule 4 of order 58. If that rule were contrasted with rule 10 of order 40, which applied to motions for a new trial in a divisional court, the difference in the language was very marked. Rule 10 contained the words "not inconsistent with the finding of a jury," and there were no similar words in rule 4 of order 58. This was a most important difference. *Millar* v. *Toulmin* was an authority directly in point upon the construction of rule 4, so far as it related to an appeal to the Court of Appeal before Mr. Finlay's Act, and if his lordship was right in saying that motions for new trials were now governed by the same rules, the authority was applicable to the present case. He ought to add that, when *Millar* v. *Toulmin* went to the House of Lords, Lord Halsbury (12 App. Cas. 747) expressed some doubt whether the Court of Appeal had the jurisdiction which they had assumed under rule 4 of order 58; but this was only a *dictum*, and Lord Watson and Lord Fitzgerald expressed no opinion on the point. Therefore the decision of the Court of Appeal in *Millar* v. *Toulmin* was still binding on this court. KAY, L.J., also concurred. The other division of the Court of Appeal recently decided, in *Heckscher* v. *Crosley* (1891, 1 Q. B. 224) that, as it was not the practice in the Queen's Bench Division to order security to be given for the costs of a motion for a new trial before Mr. Finlay's Act, the Court of Appeal would not make such an order now. His lordship, though he was a party to that decision, felt some doubt about it. That decision went some way to shew that motions for a new trial were not for all purposes to be treated as appeals. But he took rule 4 of order 58 to mean that the Court of Appeal was to have the powers mentioned in it whenever applications were made to it, whether by way of appeal or not. The present application, though not strictly an appeal, was very much in the nature of an appeal, and had some of the same incidents. Such a motion might, for instance, ask to have a judgment set aside. The object of Mr. Finlay's Act was to prevent the necessity of going first to the Divisional Court and then to the Court of Appeal—to eliminate the Divisional Court. It seemed to him to follow logically, according to the true intent and meaning of the rule, that the Court of Appeal, when such an application came before it, might exercise all the powers which it possessed as the Court of Appeal, and that in such a case as the present it should, in order to save the parties the trouble and expense of a new trial, make the order which ought to have been made in the court below. LINDLEY, L.J., added that their lordships had consulted their colleagues in the other division of the court, who had carefully considered the point and agreed in the decision.—COUNSEL, *Dugdale*, Q.C., and *H. T. Stanger*; *Buzard*, Q.C., and *Etherington Smith*. SOLICITORS, *Tutt & Co.*; *Lewis & Sons*.

SPEIGHT *v.* **GOSNAY**—No. 2, 29th January.

ACTION FOR SLANDER—UNAUTHORIZED REPETITION OF SLANDER—LIABILITY OF FIRST UTTERER.

The question in this case was, whether the first utterer of a slander was liable for damages resulting from its unauthorized repetition. The action was brought for damages for slander. The slander consisted in an imputation upon the chastity of the plaintiff, who was an unmarried woman. The slander was uttered to the plaintiff's mother. The mother repeated it to the plaintiff, and she repeated it to a man named Galloway, to whom the plaintiff was engaged to be married. The plaintiff alleged that Galloway, in consequence of the slander, had refused to marry her. The defendant did not justify the slander, but he denied any special damage to the plaintiff. There was no evidence that the defendant intended the slander to be repeated, or that he knew of Galloway's engagement to the plaintiff. Charles, J., declined to withdraw the case from the jury, and they found a verdict for the plaintiff for £10. Charles, J., entered judgment for the plaintiff, but granted a stay of execution. The defendant moved that judgment might be entered for him, on the ground that the special damage, if any, suffered by the plaintiff was due, not to the slander itself, but to its unauthorized repetition.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) granted the application. LINDLEY, L.J., said that the words uttered by the defendant were not actionable in themselves without proof of special damage. The defendant uttered the slander in the presence of the plaintiff's mother; she repeated it to the plaintiff, and the plaintiff repeated it to the young man to whom she was engaged, and he broke off the engagement. Was not that result attributable to the repetition of the slander? *Prima facie* the case was governed by *Parkins* v. *Scott* (1 H. & C. 153). It was said that the rule there laid down would not apply, if the defendant uttered the slander intending it to reach the ears of Galloway, or if it was the natural consequence of his uttering the slander that it should reach Galloway's ears. But there was no evidence of that. The judge ought to have withdrawn the case from the jury. Judgment must be entered for the defendant. LOPES, L.J., concurred. The plaintiff had to make out that, by reason of the words uttered by the defendant, she had lost the marriage. But her loss was caused, not by the uttering of the slander, but by its repetition. If the defendant at the time when he uttered the slanderous words had authorized the mother to repeat them to Galloway, the action might have been maintained. But there was no evidence of that. So, also, the action would have been maintainable if the defendant had intended the words to be communicated to Galloway; or if the repetition of them had been the natural consequence of the defendant's uttering them, or if it could be shewn that there was a moral responsibility on the mother to communicate the slander to the daughter and on the daughter to communicate it to Galloway. But the slander was untrue, and the mother knew that it was untrue, and there could be no obligation on her part to repeat it to Galloway. KAY, L.J., concurred. But he regretted that an imputation upon the chastity of an unmarried girl was

not actionable of itself.—Counsel, *C. M. Atkinson; H. Tindal Atkinson.* Solicitors, *E. Lodge*, Wakefield; *T. Burton*, Wakefield.

MILLS *v.* **DUNHAM**—No. 2, 29th January.

Covenant in Restraint of Trade—Validity—Construction.

The question in this case was, as to the construction and validity of a covenant in restraint of trade. The plaintiffs, who traded as the Food Antiseptic Co., were manufacturers of an article known as "Frigiline." By an agreement dated the 10th of March, 1887, and made between the plaintiffs, described by their trade name, of the one part, and the defendant, J. F. Dunham, of the other part, the plaintiffs undertook to employ Dunham as a traveller and assistant at a salary of £104 per annum. Dunham agreed to "devote his whole time and his best energies and attention to promote and further the said business." By clause 3 it was stipulated that Dunham should "call upon and solicit orders for all articles and commodities in the way of" the plaintiffs' "trade or business of antiseptic manufacturers"; and, by clause 4, he was to make a daily report to the plaintiffs "of all calls made by or upon him." Clause 5 provided for the termination of the agreement by a week's notice on either side, and, in the event of such termination, it was agreed "that the said J. F. Dunham shall not for or on account of any employer, or on his own account at any time, either by himself or in partnership with any other person or persons or firm, call upon, or directly or indirectly solicit orders from, or in any way deal or transact business with, any person or firm who, during the continuance of this agreement, shall be customers of" the plaintiffs, "or any future successors of the Food Antiseptic Co., or any of the successors in business of such customers." Dunham entered the service of the plaintiffs under this agreement in March, 1887, and continued therein until September, 1890, when the plaintiffs terminated the agreement. After leaving their service Dunham entered the employment of a rival company called the Freezall Food Preservative Co., and on their behalf solicited orders from customers of the plaintiffs. The plaintiffs brought this action to restrain him from committing a breach of the covenant contained in the agreement. Chitty, J., held that the covenant was intended only to restrain the defendant from entering into a business similar to that carried on by the plaintiffs, and that it was not void as being too extensive, and he granted an interlocutory injunction.

The Court (Lindley, Lopes, and Kay, L.JJ.) affirmed the decision. Lindley, L.J., said that the covenant was certainly expressed in very wide terms. It was argued for the defendant that the meaning of the covenant was, that Dunham should be precluded from having any communication with any of the customers of his employers in any business matter whatever—that if, for instance, Dunham desired to become a traveller to an umbrella-maker or a watchmaker the covenant would prevent him from so doing. On the other side it was said that, if the whole of the agreement were looked at, it was impossible to adopt such a wide and extravagant construction, and that the true construction was, to limit the covenant to such business dealings as related to the business of the plaintiffs. It was argued, that the real object of the covenant was to prevent Dunham from drawing away his employers' customers, and that to adopt any wider construction would do violence, not to the language, but to the spirit, of the covenant. The first thing to be considered was, what was the real meaning of the parties. The defendant's counsel contended that the principle of construction laid down in *The Leather Cloth Co.* v. *Lorsont* (L. R. 9 Eq. 345) was, that a covenant in restraint of trade was *primâ facie* bad, and that it lay upon the employerto justify it. That principle appeared to his lordship to be utterly unsound. He did not understand James, V.C., to mean by what he said there that the court ought to approach covenants of this kind with a leaning against their validity. The test in every case was, whether the covenant was reasonably necessary for the protection of the employer in his business. Looking at the matter in that way, his lordship thought that the construction adopted by Chitty, J., was a fair one. The real intention of both parties to the agreement was, not to prevent Dunham from engaging in any business whatever, but to prevent him from entering into any business to the detriment of his employers. Though the construction of the covenant did not depend upon the conduct of the parties, it was satisfactory, in the circumstances of this case, to think that the court were holding Dunham to his contract. The appeal must be dismissed. Lopes, L.J., entirely agreed. He thought that the true question in each case of this kind was, whether the restraint, having regard to the nature of the business and the character of the employment, was greater than was reasonably required for the protection of the employer. Agreements in restraint of trade ought to be construed in the same way as any other agreements, and ought not to be approached with any preconceived presumption either in favour of the employer or against him. The duty of the court was, to extract the true meaning of the parties, and for that purpose it was necessary to look at the whole agreement. Kay, L.J., did not dissent from the conclusion at which the other members of the court had arrived. His lordship entirely concurred in the general principles laid down by them as to the construction of agreements of this kind, but he felt some difficulty as to the real meaning of the words used in this covenant. But it was the duty of the court to look at the whole scope of the agreement. Clause 5 was introduced for the protection of the employers, and the only protection required by them was against any rival or competing business. Upon the whole, his lordship thought there was an ambiguity as to the meaning of the word "business." But there were two rules of construction which applied. The first was, that when a clause was introduced into an agreement for the benefit of an employer, and it was doubtful whether the clause ought to receive a wide or a narrow construction in favour of the one side or the other, the benefit of the doubt ought to be given to the person employed. It would not be giving the benefit of the doubt to the person employed so to construe the clause in favour of the employer as to destroy the contract. The other rule of construction was illustrated in *Grey* v. *Pearson*, which was referred to in *Abbott* v. *Middleton* (7 H. L. Cas. 89), that an instrument ought to be construed so as to make it valid rather than so as to make it bad.—Counsel, *Levett*, Q.C.; *Byrne*, Q.C., and *Upjohn*. Solicitors, *George Reader & Co.; Morgan, Son, & Upjohn.*

ELVE *v.* **BOYTON**—No. 2, 29th January.

Trustee—Breach of Trust—Unauthorized Investment of Trust Funds—"Company incorporated by Act of Parliament."

This was an appeal from a decision of North, J. (*ante*, p. 70). The question was, whether the estate of a deceased trustee, who had invested part of his trust fund in the purchase of shares of an insurance company, was liable to make good the loss which had resulted by reason of the shares having become depreciated in value, so that, when they were sold, they realized a less amount than they originally cost. The plaintiff was a beneficiary under the will of a testator who died in 1856. The defendants were the executors of the sole trustee of the will. In 1877 the trustee invested £2,719, part of the trust fund, in the purchase of forty shares in a corporation, called the London Assurance. In 1888 the shares were sold by his executors for £627 less than the amount originally paid by him for them. The will of the original testator authorized the investment of the trust funds in (*inter alia*) "the stocks, shares, or securities of any company incorporated by Act of Parliament, and paying a dividend." The question raised was, whether the London Assurance was a company "incorporated by Act of Parliament." The constitution of the company was somewhat peculiar. By the Act 6 Geo. 1, c. 18 (a public general Act), which imposed the penalty of *præmunire* on persons misusing obsolete charters, the Crown was empowered to incorporate two companies for carrying on the business of marine insurance, with charters containing limitations such as could not be imposed by a prerogative charter. One of the two companies incorporated in consequence of this Act was the London Assurance, whose charter was issued in June, 1720, and contained the limitations authorized by the Act. In April, 1721, a fire insurance company was incorporated by prerogative charter, under the name of the "London Assurance of Houses and Goods from Fire." The charter provided that the court of directors of the London Assurance should be the court of directors of the fire insurance corporation. Various Acts of Parliament were passed from time to time recognizing the two corporations, and in 1830 a private Act (11 Geo. 4, c. lxxiv.) was passed, incorporating a new corporation, called the "London Assurance Loan Co.," composed of the two existing corporations. In 1853 a private Act (16 Vict. c. i.)—the London Assurance Consolidation Act, 1853—was passed, which amalgamated the three companies and consolidated their stock. It extended the powers of the London Assurance, and gave the members of the fire company the same privileges as the members of the London Assurance. The question was, whether the London Assurance could be said to be a company "incorporated by Act of Parliament" within the meaning of the will. On behalf of the plaintiff it was urged, that the company was incorporated by Royal Charter, not by Act of Parliament. North, J., held that the trustee could not be made liable for the loss. He thought it unnecessary to decide whether the investment was strictly within the words of the will, but he thought that the trustee could not fairly be made responsible for the loss. Originally, no doubt, the London Assurance was created by charter, but the charter contained some provisions which could not have been inserted in it without the aid of an Act of Parliament. The company was created by means of a charter *plus* an Act of Parliament. Having regard to all the Acts relating to the company, his lordship thought it impossible to say that the investment was a breach of trust for which the trustee was liable.

The Court (Lindley, Lopes, and Kay, L.JJ.) affirmed the decision, on the ground that, as the charter which created the company was of such a nature that it could not have been granted by the Crown except by virtue of an Act of Parliament, it might be fairly said that the company was, within the meaning of the will, a company "incorporated by Act of Parliament."—Counsel, *Cozens-Hardy*, Q.C., and *F. C. Gore; Everitt*, Q.C., and *R. F. Norton*. Solicitors, *Prince, Ayres, & Austin; Speechly, Mumford, & Landon.*

High Court—Chancery Division.

Re **WOOLLEY COAL CO. (LIM.)**—Chitty, J., 31st January.

Practice—Company—Petition for Reduction of Capital—Title of Petition—Companies Act, 1869—General Order, March, 1868, r. 2.

This was a petition under the Companies Act, 1869, for an order confirming a special resolution of the company for reduction of its capital.

Chitty, J., said that in such a petition the title of the petition and of all notices, advertisements, affidavits, and other proceedings under the petition should, for the sake of convenience, commence with the name of the company, and not that of the Companies Act, 1867.—Counsel, *Byrne*, Q.C., *Henry Fellows*, and *MacSwinney*. Solicitors, *Dowson, Ainslie, & Martineau; Norris, Allens, & Chapman*, for *J. P. Gardner*, Cannock.

HYSLOP *v.* **MOREL BROTHERS, COBBETT & SON (LIM.)**—Chitty, J., 31st January.

Company—Misrepresentation in Prospectus—Rectification of Register—Rescission of Contract.

In this case the plaintiff, a holder of shares in the defendant company, claimed rescission of the contract to take the shares, rectification of the

register, and repayment of the money paid in respect of the shares, on the ground of misrepresentation contained in the company's prospectus. The plaintiff stated that, having seen the prospectus, he instructed Morrison, his clerk, to apply for the shares in Morrison's name, and Morrison was registered as holder, the plaintiff finding the money. Some five months afterwards the shares were transferred by Morrison to the plaintiff. It was contended by the plaintiff that he was entitled to relief, notwithstanding that the contract to take the shares was not made in his own name, but in Morrison's, inasmuch as Morrison was acting as his agent.

CHITTY, J., said that there was no privity between the plaintiff and the company. There was no allegation by the plaintiff that the company knew that Morrison was acting as the plaintiff's agent. So far as the company was concerned, the plaintiff had made no application at all for the shares. The contract to take the shares was Morrison's, and the plaintiff, who was his transferee, did not even allege that Morrison had been misled by the prospectus. The plaintiff's action must be dismissed with costs.—COUNSEL, *Whitehorne*, Q.C., and *G. Henderson*; *Montague Crackanthorpe*, Q.C., and *Bramwell Davis*. SOLICITORS, *Jackson & Prince*; *Newman, Hays, & Co.*

LOW *v.* **BOUVERIE**—North, J., 29th January.

TRUSTEE—MORTGAGE OF LIFE INTEREST UNDER SETTLEMENT—PRIOR INCUMBRANCES—LIABILITY OF TRUSTEE FOR INNOCENT MISREPRESENTATION TO MORTGAGEE—MEASURE OF DAMAGE.

This action was brought by the mortgagee of a life interest under a settlement against one of the trustees of the settled fund, to recover damages, on the ground that the plaintiff had been induced to make the advance to the tenant for life on the faith of a representation by the defendant, that he did not know of any existing charges on the life interest, other than one which he mentioned. There were, in fact, other charges, of which the defendant had received notice, but which he had forgotten, and by reason of these charges the plaintiff's security had proved of no value. The defendant was a banker. The tenant for life was Vice-Admiral Bouverie. The amount advanced by the plaintiff was £600. The security given was a charge on the life interest of the mortgagor. A policy of insurance on his life was also effected as an additional security, and the life interest was charged with the £600, interest, and premiums. The personal security of the mortgagor proved of no value. He became a bankrupt and left the country, and the whole of the money receivable in respect of his life interest was insufficient to meet prior charges. Previously to the making of the advance the plaintiff's solicitors, on February 22, 1888, wrote to the defendant as follows:—"We are doing business with Vice-Admiral Bouverie, and he says you will give us information as to his means and position. He says he is entitled to a life interest in some funds held in trust under a settlement dated September 1, 1843, of which you are the trustee. Will you kindly tell us what these funds are, and whether Vice-Admiral Bouverie is still entitled to the full benefit of his life interest therein? We understand that he has not in any way mortgaged or parted with such life interest. Is this so? Your early reply will oblige." On the following day the defendant replied:—"In reply to your letter of the 22nd inst., I beg to inform you that Vice-Admiral Bouverie has a life interest in £5,523 6s. 3d. Metropolitan Three and a Half per Cent. Stock, but this same life interest is charged with the payment of the premiums on two life policies, one of which amounts to £35 17s., and the other is extinct. Also it is charged with payment of interest for money already advanced to him to the extent of £34 per annum." On February 25 the plaintiff's solicitors wrote to the defendant again:—"Will you kindly inform us whether you hold any mortgage or know of any incumbrance upon Vice-Admiral Bouverie's life interest in the funds mentioned in your letter of the 23rd inst., or on his life interest under his marriage settlement? By so doing you will much oblige." The defendant in answer wrote on February 27:—"I do not see how I can explain myself more clearly than I did the other day in my letter to you. I hold no mortgage from Admiral Bouverie for the charge of interest on money advanced to him, but this charge of interest is in the ordinary course of business, but the two policies of insurance, whose premiums now amount to £35, are mortgaged to his trustees." At that time there were, in fact, five charges on the life interest of Admiral Bouverie, of which the defendant had received notice, besides that to which he referred in his letters. He had, however, forgotten, at the time of writing the letters, the fact that those charges existed. The main question was, whether, on the construction of the correspondence, the defendant, knowing the purpose for which inquiry was made of him, had made a misrepresentation which had induced the plaintiff to advance his money, so as to render the defendant liable in damages, and there was a further question as to the measure of damages. On behalf of the plaintiff it was contended that *Burrowes* v. *Lock* (10 Ves. 470) and *Slim* v. *Croucher* (1 D. F. & J. 518) applied. On behalf of the defendant it was argued, that, on the true construction of the letters, the defendant had merely abstained from answering as to the existence of other prior incumbrances, and the inquiry was made of him as banker, not as trustee.

NORTH, J., gave judgment for the plaintiff. His lordship thought that any intelligent man, certainly any intelligent banker, must have known from the inquiries contained in the letters of the plaintiff's solicitors what was the purpose of those inquiries; and the answers given, with full knowledge (though at the time the letters were written the defendant had forgotten the prior charges), amounted to a representation that there was no other incumbrance of which he was aware, and a representation for which, according to all the authorities, the defendant was liable. The next question was, What was the measure of damage? That measure was to be determined by what must be deemed to have been in the reasonable contemplation of the parties at the time; it included the principal sum of £600, which had been lost, and the interest which might have been received, if the security had been a good one. It must be deemed also to have been in the reasonable contemplation of the parties that a policy should be effected to secure the loan in case of death of the life tenant. The defendant must be taken to have known that, according to the ordinary course in such a case, a policy would be effected. The defendant must, therefore, pay the principal, interest, back premiums, and costs; and if, before the money was paid under the judgment, a premium shall become due, he must pay that too. On the other hand, he would be entitled to the benefit of the policy after the plaintiff had received all that he was entitled to.—COUNSEL, *Everitt*, Q.C., and *Charles Church*; *Napier Higgins*, Q.C., and *Morshead*. SOLICITORS, *Pearce-Jones & Co.*; *Tylee & Co.*

Re **LACON, LACON** *v.* **LACON**—Romer, J., 3rd February.

ADEMPTION—LEGACY OF SHARES IN PARTNERSHIP—GIFT OF SHARES DURING LIFE.

In this action a question arose whether certain shares in a partnership which had been given to a beneficiary by a will were adeemed as to two of them by an assignment made to the beneficiary during the testator's lifetime. The testator by his will gave the shares to which he was entitled in a brewery to his three sons in equal shares as tenants in common. At the date of his will he had twenty-one twenty-fourth shares. Subsequently to the making of the will the testator made over two of his shares to the defendant, and he was treated as owner of the shares in a partnership deed. The defendant had been manager of a branch of the business at a salary of £1,000, and on his becoming a partner the salary ceased, but he received the profits on his two shares, which exceeded the amount of his salary. No negotiation took place with reference to the assignment of the two shares.

ROMER, J., said that the two shares were a gift to the defendant from his father. There was no bargaining between the father and son, and on becoming a partner and receiving the shares the latter did not thereby become a purchaser. His share of profits largely exceeded his salary as manager. It was clear that it was a valuable gift to the son, and none the less so because he ceased to be a servant in the business and became a partner. As to the contention that a gift, in order to come within the law regarding the ademption and satisfaction of portions, must be of money or of property, the monetary value of which had been pointed out or fixed by the donor, he knew of no principle on which a distinction could be drawn, for the purpose of considering what was a portion, between a gift of money and a gift of any other kind of property. The cases shewed that gifts of shares of residue, of shares in partnership property, and of real estate, had been considered and treated as portions. Therefore, the gift of the two twenty-fourth shares being a portion, and the gift by the will to the defendant of the one-third part of the testator's shares in the business being also a portion, the presumption against double portions arose. The presumption in this case was not rebutted, the two gifts to the defendant were *ejusdem generis*, and the other two brothers were entitled to seven twenty-fourth shares instead of one-third of nineteen twenty-fourth shares. As to the suggestion that the presumption was rebuttable because the defendant took as an active partner under the partnership deed while the legatees under the will were sleeping partners, so far as property was concerned the shares were alike, nor was the value materially affected. The nature of the gifts was not so different as to rebut the presumption. The fact that the son who got the two shares became an acting partner did not alter the nature of the shares. The son who received these two shares must bring them into hotchpot accordingly.—COUNSEL, *Sir Horace Davey*, Q.C., and *Borthwick*; *Rigby*, Q.C., *Neville*, Q.C., and *Begg*; *E. S. Ford*. SOLICITORS, *Grover & Humphreys*; *Wellington Taylor*, *Maples*, *Teesdale & Co.*, agents for *G. B. Kennett*, Norwich.

High Court—Queen's Bench Division.

BEASLEY *v.* **RONEY**—4th February.

ATTACHMENT OF DEBTS—DEBT DUE TO HUSBAND AND WIFE AS CO-PLAINTIFFS—ATTACHMENT BY JUDGMENT CREDITOR OF HUSBAND—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75) ss. 1, (2); 5.

This was an appeal from a decision of His Honour Judge Bayley, sitting at the Westminster County Court, in an interpleader issue arising out of garnishee proceedings, the question being whether Beasley, the judgment creditor, or Hannah Roney, the wife of the judgment debtor, was entitled to a sum of £47 14s. 2d. which had been paid into court pending the trial of the issue. Beasley had recovered judgment against Roney for an amount exceeding the sum in question. Subsequently Roney and his wife (who were married before 1883) recovered a sum of £71 6s. 6d. damages in an action brought by them against the London General Omnibus Co. in respect of personal injuries sustained by the female plaintiff. It was stated by Mrs. Roney, and taken as a fact by the court, that the jury had allotted the damages as follows:—£25 to Mrs. Roney as compensation for her injuries, and the balance, £46 6s. 6d., for consequent expenses incurred by her husband. The sum paid into court, which the judgment creditor sought to attach, was the balance of the sum recovered after deducting the costs of the plaintiffs' solicitor in the action. It was contended on behalf of the judgment creditor that the whole of this sum was attachable, on the ground that, the action having been brought by the husband and wife, the Married Women's Property Act did not apply, and the whole of the proceeds of the action were the husband's. On behalf of Mrs. Roney it was said that as to the £25 Mr. Roney was a trustee for his wife, and (in the alternative) that the sum recovered was a joint debt of

the husband and wife, and therefore not attachable: *Re General Horticultural Co., Ex parte Whitehouse* (34 W. R. 681, 32 Ch. D. 512), and *Macdonald* v. *Tacquah Gold Mines Co.* (32 W. R. 760, 13 Q. B. D. 535) were cited. The county court judge found in favour of the judgment creditor. Mrs. Roney appealed.

POLLOCK, B., had no doubt that the decision ought to have been in favour of Mrs. Roney. The question was whether the damages recovered in the action were divisible or not. The county court judge had thought they were not divisible, on the ground that they had been recovered altogether for the benefit of the husband. That seemed to be contrary to the spirit of the Married Women's Property Act. It was clear on the authority of *Macdonald* v. *Tacquah Gold Mines Co.* that an attachment could not go against a joint debt; therefore, if the judgment in the action was to be treated as a joint judgment, the decision in the county court was wrong. The question was not quite that, but whether the wife was entitled to treat the £25 as her own. Whether it was clearly shewn that she could do so upon the construction of section 1, sub-section (2), of the Married Women's Property Act might be doubted, but the case came within section 5. The damages given to the wife by the jury were money gained or acquired by her within the meaning of that section, and she was as much entitled thereto as if she were an independent person altogether. The appeal must therefore be allowed. CHARLES, J., said that the only mode in which the question could be argued for the judgment creditor was that this judgment was the judgment of the husband only; for if it were a joint judgment there could be no attachment. But assuming the judgment to be the husband's, he would be in equity a trustee for the wife of the £25. That sum was specially awarded to the wife, and was the wife's separate property. As to section 5 of the Act, the learned judge agreed with Pollock, B. The appeal was therefore allowed, and it was ordered that out of the sum in court £25 should be paid to Mrs. Roney, and the balance to the judgment creditor.—COUNSEL, *Muir Mackenzie; Wildey Wright.* SOLICITORS, *Houseman & Co.; Holder & Wood.*

Bankruptcy Cases.

Ex parte **MARGRETT**, *Re* **SOLTYKOFF**—C. A. No. 1, 16th January.

BANKRUPTCY—RECEIVING ORDER—PETITIONING CREDITOR'S DEBT—BILL OF EXCHANGE ACCEPTED BY INFANT—NECESSARIES—INFANTS' RELIEF ACT, 1874 (37 & 38 VICT. c. 62), s. 1—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 22.

This was an appeal against the refusal of Mr. Registrar Linklater to make a receiving order. The petitioning creditor was the indorsee for value of some bills of exchange which had been accepted by the alleged debtor at a time when he was an infant, and the bankruptcy petition was founded on these bills. The question was, whether, assuming that the bills were originally given in payment for necessaries supplied by the drawer to the infant, the infant could render himself liable upon them. The registrar held that he could not, and accordingly dismissed the petition. On the appeal reference was made to *Williams* v. *Harrison* (Carthew, 160), *Trueman* v. *Hurst* (1 T. R. 40), and *Williamson* v. *Watts* (1 Camp. 552). It was admitted that these cases were in favour of the registrar's decision, but it was urged that they were *Nisi Prius* cases, and were not binding on the Court of Appeal. Section 1 of the Infants' Relief Act provides that "all contracts, whether by specialty or simple contract, henceforth entered into by infants for the repayment of money lent or to be lent, or for goods supplied or to be supplied (other than contracts for necessaries), and all accounts stated by infants, shall be absolutely void; Provided always, that this enactment shall not invalidate any contract into which an infant may, by any existing or future statute, or by the rules of common law or equity, enter, except such as now by law are voidable." Section 22 of the Bills of Exchange Act, 1882, provides: "(1) Capacity to incur liability as a party to a bill is co-extensive with capacity to contract. (2) Where a bill is drawn or indorsed by an infant, minor, or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill, and to enforce it against any other party thereto."

THE COURT (Lord ESHER, M.R., and BOWEN and LOPES, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that the petition was founded on bills of exchange accepted by the respondent while an infant. The registrar had held that the acceptance created no debt by the custom of merchants as between the acceptor and the indorsee of the bills. The relation between the respondent and the petitioner was that of acceptor and indorsee. The petitioner had not supplied necessaries to the respondent while he was an infant; he was merely the indorsee of the bills. It was immaterial whether there was any consideration as between the drawer and the acceptor. The petitioner was merely suing by the custom of merchants as indorsee of the bills. The question whether necessaries had been supplied to the infant was immaterial. It had been held through a long series of years in a long series of cases that an infant could not make himself liable by the custom of merchants by a bill of exchange or a promissory note. Those decisions might not be binding on this court, but it would be wrong at the present day to overrule them. The principle established by English law was this—that an infant could not bind himself by any contract, except a contract for the supply of necessaries. He could not even bind himself by a bill of exchange or a promissory note given in payment for necessaries. He was not liable on such a bill or promissory note at all, not even to the person who had supplied the necessaries. But that person was not without a remedy, for he could sue the infant upon the contract to supply the goods. Moreover, section 1 of the Infants' Relief Act assumed that an infant was not liable on a bill of exchange, and section 22 of the Bills of Sale Act, 1882, implied the same thing. BOWEN and LOPES, L.JJ., concurred.—COUNSEL, *Bigham*, Q.C., and *Henry Kisch; Finlay*, Q.C., and *Herbert Reed.* SOLICITORS, *Smiles, Ollard, & Yates; Williams & James.*

Ex parte **ASHWIN**, *Re* **ASHWIN**—Q. B. Div., 17th January.

SOLICITOR—COMMITTAL FOR CONTEMPT—REFUSAL TO PRODUCE DOCUMENTS RELATING TO ESTATE—APPLICATION FOR RELEASE—BANKRUPTCY ACT, 1883, s. 24.

This was an application by the bankrupt, Thomas Smith Ashwin, who formerly carried on business as a solicitor at 15, Cockspur-street, for his release from Holloway Gaol, the applicant having been committed to prison by Cave, J., on May 10 last by reason of his refusal to produce certain deeds relating to his property to the trustee in bankruptcy as required by section 24 of the Bankruptcy Act, 1883. A similar application was made to Cave, J., in August last, which was then refused, and the vacation judge also declined to deal with the matter. The application was now renewed to Cave, J., under the direction of the official solicitor, the bankrupt having alleged that he was entirely without means, and it was urged on his behalf that his noncompliance with the order to produce arose from inability, and not from contempt; that he had been already six months in prison, and, owing to his poverty, had for the most part subsisted on prison fare, and he submitted himself to the merciful consideration of the court. The application for release was opposed by the trustee in bankruptcy, who stated that on the order of committal in May being made the bankrupt absconded, and it was not until July that he was arrested, whilst living in expensive lodgings at Herne Bay. The tale of the bankrupt was that in 1884 he deposited the deeds with one French, who assigned them to a person named Toufflet, whose address the bankrupt was unable to obtain. The contention of the trustee was that that story was wholly false, and that the deeds in question were really under the bankrupt's control. A large number of affidavits were read in support of the trustee's contention, and the bankrupt was put in the box and submitted to severe cross-examination.

CAVE, J., said that it was certainly most unfortunate that in all the suspicious transactions which had taken place not one tittle of evidence had been adduced to corroborate the statement of the bankrupt. The court was willing, however, to give the bankrupt an opportunity of throwing more light upon the transactions if he could do so, and the case might be adjourned for a month to see what he could do. In the meantime the bankrupt must go back to prison.—COUNSEL, *Danckwertz; Bartley Dennis.* SOLICITORS, *The Official Solicitor; Newman, Hayes, & Co.*

Ex parte **GOLD**, *Re* **GOLD**—Q. B. Div., 21st January.

BANKRUPTCY—DISCHARGE—ORDER TO PAY PORTION OF SALARY TO CREDITORS—SUSPENSION OF DISCHARGE—BANKRUPTCY ACT, 1883, ss. 28, 53.

An important question was raised in this case with reference to the effect of an order of discharge upon section 53 of the Bankruptcy Act, 1883, by which the court has power to order the appropriation of a portion of the salary or income of a bankrupt to the creditors. The receiving order was made against the bankrupt on December 18, 1888, in the Greenwich County Court, upon which adjudication took place, and on March 15, 1889, an order was made by the court requiring the bankrupt to set aside the sum of £4 per month out of his salary under section 53, sub-section (2), of the Bankruptcy Act, 1883. On July 19, 1889, the bankrupt's order of discharge was granted, subject to a suspension of nine months from the date of the application for it for certain offences committed by him. The discharge took effect as from March 7, 1890, and up to that time the bankrupt paid the £4 a month, but afterwards refused to do so. On May 14, 1890, application was made to the county court judge to commit the bankrupt for the non-payment, which was refused, there being no appeal from that decision; but in September, 1890, the application was renewed, when the order now appealed against was made by the county court judge directing the bankrupt to continue the payments. On behalf of the appellant it was contended—first, that the matter was *res judicata* by the order of May 14, 1890, which was not appealed from, and that there was no jurisdiction to make the order in September; and, secondly, that the first order was correct, and that the court had no power to order the payments to be continued.

THE COURT (CAVE and VAUGHAN WILLIAMS, JJ.) allowed the appeal. CAVE, J., said that the county court judge ought to have had before him the fact that the order of March, 1889, had been made, and when he came to consider the discharge he was bound to consider whether it was to be conditional on his paying £4 a month. The county court judge, not having before him the effect produced by suspending the discharge, suspended the discharge, and shortly afterwards, in May, when the matter was first brought to his attention, he said that if he had known more about the effect of the order he should not have done so. But he had done so, and the bankrupt had undergone the suspension. It was monstrous, under such circumstances, to seek to punish him over again. VAUGHAN WILLIAMS, J., concurred, and said that the county court judge ought really to have given effect to the preliminary objection. His lordship could not understand that when a case was decided the parties could come and make a new shot, no new evidence being put forward at all. Further, the argument put forward in opposition to the appeal, which was the same as that addressed to the county court judge, was that the order of discharge had no effect, because *primâ facie* when a man had salary or income that was property which vested in the trustee, and was in the nature of salary or income, subject to the control of the court as to how much was to be set aside. If it was meant by that, when a man was in receipt of an income at the time of the bankruptcy, that after his discharge his income continued to be vested in the trustee, the court must

dissent from such a proposition, and could not understand on what it was based.—Counsel, *Sidney Woolf*, Q.C., and *George Elliott*; *Muir Mackenzie*. Solicitors, *George Lea*; *The Solicitor to the Board of Trade*.

Ex parte **WHITTAKER**, *Re* **PARROTT**—Q. B. Div., 22nd January.

Bankruptcy—Proof—Surety for Bankrupt—Right of Surety to Vote before Payment of Debt—Bankruptcy Act, 1883, Schedule 1, Rule 9.

In this case the official receiver had admitted for the purpose of voting at the first meeting of creditors a proof of debt for the sum of £500 tendered by one John May, who was the guarantor for the debtor for the amount in question to a bank, but who at the time when the proof was made had not paid any part of the debt. Rule 9 of the First Schedule to the Bankruptcy Act, 1883, provides that "a creditor shall not vote at any such meeting in respect of any unliquidated or contingent debt, or any debt the value of which is not ascertained." The proof was objected to by another creditor under this rule, but was admitted by the official receiver as chairman of the first meeting, whose decision was subsequently affirmed by the county court judge. It was now contended on appeal that although in the case of *Ex parte Delmar*, *Re Herepath & Delmar* (38 W. R. 752), the court appeared to have held that under the provisions of section 37 of the Bankruptcy Act, 1883, the surety of a bankrupt was entitled to prove against the bankrupt's estate, although he had not paid the debt for which he was liable, yet that decision did not affect the present case, which had regard to the power to vote at the first meeting, and came under an entirely different rule.

The Court (Cave and Vaughan Williams, JJ.), allowed the appeal. Cave, J., said that the court desired to express no opinion in the present case as to whether the liability of a surety could be the subject of proof before the debt was paid. The case of *Ex parte Delmar* was a very peculiar one. But if the surety could prove it could only be a contingent liability in respect of which he could tender a proof. It was clear that until he had actually paid the debt his proof was not a liquidated one, but at the outside a contingent liability. Vaughan Williams, J., concurred.—Counsel, *Herbert Reed*. Solicitors, *Mair & Blunt*, Macclesfield.

Solicitors' Cases.

STONE *v.* **LICKORISH & BELLORD**—Stirling, J., 31st January.

Solicitor—Redemption Action—Taxation of Costs—Mortgagee acting in Person.

Adjourned summons. This was an application by the plaintiff, E. B. Stone, to have disallowed certain costs, amounting to about £40, of the defendants, Messrs. Lickorish & Bellord, solicitors, on the ground that they, as mortgagees acting in person, were not entitled to profit costs. The defendants had acted as solicitors for one J. G. Smith, who had in May, 1888, in consideration of advances made and to be made by them to him or on his behalf, executed a charge in their favour upon two policies on his life in the Eagle Assurance Co. Smith was subsequently adjudicated bankrupt, and the present plaintiff, who was the assignee from H. W. Johnson, the trustee in the bankruptcy, commenced the present action for redemption of the security. Under the ordinary judgment in the action, dated the 21st of February, 1889, the account had been taken, and there now remained the costs of the action, the subject of the present application. Upon taxation the plaintiff objected to the allowance of all the items in the defendants' bill of costs in the action, except such as were for out of pocket expenses, on the ground that the defendants were mortgagees, and acted as their own solicitors in the action, and as such were not entitled to profit costs. The taxing master allowed these costs, and the plaintiff took out a summons, dated the 25th of November, 1890, asking that the objections might be allowed, and the matter referred back to the taxing master to vary his certificate accordingly.

Stirling, J., said that the first objection taken in court was, that the matter was too late, and *Price* v. *M'Beth* (12 W. R. 818) had been cited as shewing that the objection should have been taken at the hearing. At 12 W. R. 819, and in Morgan and Davey on Costs, 2nd ed., p. 388, reference was made to *Cradock* v. *Piper* (1 M. & G. 664), where Lord Cottenham established that a solicitor-trustee appearing for himself and his co-trustee in a suit was entitled to full costs as if he was not a party, except so far as the costs were incurred by his being a party, and that rule was laid down, there being a certificate from the taxing master's office to that effect; that it was following a long-established practice. In *Price* v. *M'Beth* no nquiry appeared to have been made by Stuart, V.C., as to what was the practice of the taxing masters, but his lordship had now thought it proper to make that inquiry, and had now received from the senior taxing master a certificate. This shewed [his lordship read the certificate at length] that, as to the objection as to time, the practice was to entertain the objection on the signing of the certificate, and not to refuse to do so because it had not been taken at the hearing; and as to the present existing practice as to profit costs, it appeared, from his lordship's inquiries, that no settled practice was established, the taxing masters not being of the same opinion as to allowing solicitor's profit costs in actions such as the present. As *Price* v. *M'Beth* did not state what the then existing practice was, and as that case was inconsistent with *Piper* v. *Cradock*, the question ought now to be decided upon principle. In *Re Wallis* (38 W. R. 482, 25 Q. B. D. 176) Fry, L.J., divided costs into three heads, the last of which, the mortgagee's costs in a redemption action, was now in point, and was dealt with in *Sclater* v. *Cottam* (5 W. R. 744, 3 Jur. N. S. 630), in which case it was held that a solicitor-mortgagee defending his title to the mortgaged property was entitled, as against the mortgagor and subsequent incumbrancers, to costs out of pocket only if he acted for himself. After *Sclater* v. *Cottam* came *London Scottish Benefit Society* v. *Chorley* (32 W. R. 781, 13 Q. B. D. 372). In that case the defendants, who were solicitors, and who defended an action in person for money had and received by them to the use of plaintiffs as solicitors, and recovered judgment, were held entitled upon taxation to the same costs as if they had employed a solicitor, except in respect of items which the fact of their acting directly rendered unnecessary. Then followed *Re Wallis*, in which it was decided [his lordship read three extracts from the judgment] that the mortgagee would not be allowed to charge against the mortgagor, as part of his costs, charges, and expenses properly incurred, remuneration for work done or labour undertaken by himself personally. The principle, therefore, was, that mortgagees who were solicitors were entitled to costs or expenses incurred, but not to remuneration for their personal trouble, and the defendants would consequently be entitled to out of pocket, but not to profit costs, as payment for personal services. The matter must be sent back to the taxing master for reconsideration accordingly. As to the costs of the present application, a mortgagee did not lose his right to costs by reason of his bringing a case before the court as to what costs he might be exactly entitled to, although unsuccessfully; and, having regard also to the difference in the practice in cases such as this, the costs of both parties would be costs in the action.—Counsel, *C. Macnaghten*; *Maidlow*. Solicitors, *Collyer-Bristowe & Co.*, for *Stone, Simpson & Son*, Tunbridge Wells; *Lickorish & Bellord*.

Re **TAYLOR, STILEMAN, & UNDERWOOD**—C. A. No. 2, 4th February.

Solicitor and Client—Solicitor's Lien for Costs—Extent of Lien—Waiver by taking Security.

This appeal from a decision of Stirling, J., raised important questions as to the lien of a solicitor on his client's documents—viz., (1) the extent of the lien; (2) whether the lien is discharged by the solicitor's taking a specific security for what is due to him by the client. The appeal was from the refusal of an application for an order by a client (a married woman) that she might be at liberty to pay into court to the credit of the matter a sum of £20 12s. 9d., without prejudice to the taxation of the bill which the solicitors had delivered to her, and that the solicitors should deliver up their client's documents to her. The solicitors claimed a lien on the documents for a larger amount. On the appeal the further point was taken that the solicitors had lost their lien by taking a security for what was due to them. The security was a promissory note given by the client and her husband, and a charge on a policy of insurance on the wife's life, it being provided that interest should be paid at five per cent. per annum.

The Court (Lindley, Lopes, and Kay, L.JJ.) allowed the appeal. Lindley, L.J., said that, in his opinion, a solicitor was entitled to a lien on his client's documents for all his taxable costs, charges, and expenses incurred by him as the solicitor of the client, but he had no lien for ordinary advances or loans made to the client. His taxable costs would not exclude advances, such as the payment of fees to counsel, which were taxable by the taxing master—that is, which he could moderate, and not merely require to be vouched. For all costs, charges, and expenses which could be thus taxed the solicitor had a lien on his client's papers, and it was a general lien extending to all the client's papers. His lordship came to this conclusion, not merely on the authority of decided cases, but by reason of the language of section 28 of the Solicitors Act of 1860, which gave a solicitor a lien "for his taxed costs, charges, and expenses on property recovered or preserved through his instrumentality." The sum claimed in the present case by the solicitors, beyond the amount which the client had offered to pay into court, was not one to which the lien extended. The other important question was whether the solicitors' lien had been waived by their taking security from the client. It was contended that the mere taking of security amounted to a waiver of the lien, and reliance was placed on the decision of Sir John Leach in *Robarts* v. *Jefferys* (8 L. J. Ch. O. S. 137). The precise point arose then which arose in the present case. In his lordship's opinion the question, whether the taking of security was a waiver of a lien, must depend on the intention of the parties, taken in connection with all the circumstances of the particular case. The present case was one of solicitor and client, and, when a solicitor took such a security from his client, his lordship thought the *primâ facie* inference was, that he intended to waive his lien, unless he said something to the contrary, bearing in mind that it was the duty of a solicitor to advise his client as to his position. His lordship would not draw the same inference in the case of a banker. Lopes, L.J., said that a solicitor's lien for costs did not extend to any advances made by him to the client for purposes outside his employment as a solicitor. The lien was confined to costs, charges, and expenses which were taxable—that is, reducible by the taxing master. As to the discharge of the lien by the taking of express security, each case must be decided upon its particular circumstances. His lordship would not say that the taking by the solicitor of any new or additional security was of itself an abandonment of his lien. But, if the circumstances were inconsistent with the maintenance of the lien, an inference of an intention to abandon it might be fairly drawn. In the present case the security was a promissory note bearing interest at five per cent., a larger amount than the solicitors could obtain by means of the lien. The security was a different and a larger one than that which was given by the lien. It was a fair inference that the solicitors intended to abandon their lien. Kay, L.J., said that he could not find in any of the decided cases, or in any of the text-books, any exact definition of the extent of a solicitor's lien. In Morgan on Costs (2nd ed., p. 551) the solicitor's lien was said to be "for the amount of his costs." In Pulling on Attorneys (3rd ed., p. 371) it was said that the lien "will cover the balance due for professional ser-

vices." The most exact definition was that given by Sir Thos. Plumer in *Worrall* v. *Johnson* (2 J. & W. 218): "The client cannot get back the papers without paying what is due, not only in respect of that business for which the papers were used, but for other business also. This lien, however, does not extend to general debts, but only to what is due to him in the character of attorney. That he has the right to retain, and it is in consequence the general practice for the client, when he applies for an order for the delivery of his papers, to submit to pay the bills of costs generally." In his lordship's opinion, the meaning of this was that which had been already expressed by the other Lords Justices. The lien extended to all the items properly included in a bill of costs—all the charges of the solicitor against the client which the taxing master had a right to consider and to moderate. With regard to the nature of the security which would be deemed to have discharged the solicitor's lien there was a fully-considered judgment of Lord Eldon in *Cowell* v. *Simpson* (16 Ves. 275). He was there dealing with a special contract which was expressed in a promissory note not payable for three years, and he held that the solicitor's lien had been discharged. In *Stevenson* v. *Blakelock* (1 M. & S. 535) Lord Ellenborough seemed to doubt the decision in *Cowell* v. *Simpson*, but in *Balch* v. *Symes* (T. & R. 92) Lord Eldon said: "Notwithstanding the Court of King's Bench has expressed a doubt whether my decision was right in the case of *Cowell* v. *Simpson*, I still entertain the opinion that an attorney who takes a security abandons his lien. The doctrine, however, will not apply to sums which are not covered by the security, and as to those sums, therefore, the lien must be considered to remain." It was plain that Lord Eldon did not mean to say that by the mere fact of taking a security a solicitor always abandoned his lien. All the circumstances of the particular case must be considered, and it was a most material circumstance that the solicitor was dealing with his own client, and that it was his duty to represent all the facts clearly to his client, and to advise him of the effect of what he was doing. When a solicitor took such a security as that which was given in the present case, and not expressly reserving his lien or explaining to the client that the lien was to remain, the inference ought to be against the solicitor. The present case was exactly like *Robarts* v. *Jefferys*.—COUNSEL, *Cozens-Hardy*, Q.C., and *C. Macnaghten*; *Graham Hastings*, Q.C., and *Maidlow*. SOLICITORS, *Mear & Fowler*; *Taylor, Stileman, & Underwood*.

[It is remarkable that the case of *Robarts* v. *Jefferys* does not appear to have been noticed in the text-books prior to the 2nd edition of Cordery on Solicitors.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the members of the Incorporated Law Society was held on the 30th ult. in the hall of the society, Chancery-lane, the chair being taken by Mr. R. CUNLIFFE, the president.

PRESIDENT'S OPENING REMARKS.

The PRESIDENT, in opening the proceedings, said that as this was not the annual general meeting there was no report or balance-sheet to be laid before it. But the members must not therefore suppose that the work of the society was not going on. The daily and perpetual work continued as usual, and the Discipline Committee sat perpetually. Since the last general meeting in the hall in August the annual provincial meeting had been held at Nottingham. It had been very well attended, and it was a very pleasant meeting. All who had attended had felt, and still felt, very greatly obliged to their friends at Nottingham for the care and attention they had given to the comfort and entertainment of the visitors. One of the motions for consideration at the present meeting had arisen out of a paper read there by Mr. Munton with reference to the abolition of imprisonment for debt. The meeting was not of opinion that it was expedient to abolish imprisonment for debt or for contempt of court in not paying a debt, and consequently Mr. Munton would propose a resolution bearing upon the subject. But before entering upon the business of the meeting he (the president) wished to remind the members that in April there would be no general meeting, but there would be an entertainment instead. All the members had received a circular from the Entertainment Committee asking them to be good enough to inform them whether they intended to be present, to subscribe, or to become guarantors, and asking for a reply before the 10th of January. There had been a great many answers received, but the door was not yet closed, and the secretary had received a great number of verbal answers from members of the society intimating that they intended to attend or that they would not be present. But he (the president) would be glad if those who intended to come would be good enough to let the secretary know distinctly in writing, in order that the proper arrangements might be made. It was also necessary to be informed by each member whether he was going to subscribe for himself alone or for a lady also, or to become a guarantor and to take a ticket for himself alone or for a lady also. It was not wanted that there should be a crowd, and therefore the tickets had been fixed at one guinea in order that the place might not be overcrowded, because the society numbered a great many members. On the other hand, the Entertainment Committee did not want that the place should not be full, and they did not want to have to call upon the guarantors if they could help it; and if subscriptions were received and an adequate number of tickets were taken, there would be no need to do so. The first motion in order on the paper of business before the present meeting was that of Mr. Charles Ford, which referred to the entering of motions in the Chancery Division in a list. The motion was practically the re-affirmation of a resolution passed by the society in April, 1884, which was adopted by the council, and a communication was made with reference to it to the then Lord Chancellor, Lord Selborne. The motion was, "That the interests of suitors and the convenience of the profession require that the practice which obtains in all the other divisions of the High Court, of setting down motions and taking them in the order in which they stand in the lists, should be extended to the Chancery Division, and thus avoid the present confusion, expense, and delay which arise in such division in connection with motions to the court." That had been agreed to without a division. It was adopted by the council, and a communication was made to the Lord Chancellor as follows, among other representations:—"With the view of securing the more regular hearing of applications to the court by way of motion, the council take this opportunity of suggesting that all interlocutory motions should be set down in a list for hearing when notice of motion is served, but that this should not prevent a judge from hearing urgent motions not in the list." The question now was whether it was worth while re-affirming to-day what was affirmed or resolved in 1884, particularly in view of the fact that there was a joint committee of the society and of the council and of the bar sitting on all questions of chancery procedure, including this very question of motions. The committee had not yet made any report; they were still collecting materials for a very elaborate report, which would, he believed, exhaust the subject to the satisfaction of the members. But he might mention that a deputation from the sub-committee of that joint committee had had on the previous day an interview with the Lord Chancellor with reference to the appointment of an additional judge. His lordship had replied that he would consult his colleagues, but he had seemed rather favourable to the suggestion made, and he (the president) hoped he would appoint an additional judge, because the delays in the Chancery Division were—not to put too fine a point upon it—scandalous.

Mr. MELVILE GREEN (Worthing) asked whether it was in order to discuss a motion before it had been brought on?

The PRESIDENT replied that he was only clearing the way, because Mr. Ford was not present, and he was rather doubtful if he would be. It might be convenient to let the meeting know when the council approved and when they did not, because it saved a great deal of talking. Some of them believed the list would be a good thing, others that it would not work so well, but they were all of opinion that motions for injunctions, and those brought forward by leave of the court, must be excepted. If Mr. Ford should be present, and he (the chairman) was afraid he would not, the meeting would hear attentively what he had to say. With reference to Mr. Munton's motion, which had arisen out of the paper read by him at Nottingham, and the discussion which had followed, he (the president) might tell them that the council were prepared, if the motion was carried, to nominate a committee as requested by the motion. He, therefore, left the matter in the hands of the meeting. He did not quite know what the committee might be able to do, but, at all events, they would try to do their best. He might mention that the secretary had received a letter from Mr. Ford to the effect that he was afraid he could not attend, and asking that some other gentleman would move the resolution which stood in his name. But it was necessary to have the proposer and seconder named in writing, and he (the president) thought the wiser plan would be to take Mr. Munton's motion first, and then if Mr. Ford were present he could proceed with his resolution.

IMPRISONMENT FOR DEBT.

Mr. F. K. MUNTON (London) moved, in accordance with notice:—"That, having regard to the strongly expressed opinion at the annual provincial meeting at Nottingham (when dissenting from the principle of abolishing imprisonment for debt), that it would be expedient to procure legislative rules to guide the judges as to the sufficiency of evidence on which imprisonment for debt should be ordered, the council should now appoint a small committee to consider the matter and report upon it." He observed that after the remarks which had fallen from the president it would not be necessary for him to keep the meeting long, because he believed almost every member of the society present would agree with the motion. There was an adverse feeling at Nottingham, though he believed that if he lived ten years longer he would get the assent of the whole profession to the abolition of imprisonment for debt. There was a strong opinion expressed that it would be desirable to lay down legislative rules to guide the judges in administering a very delicate, not to say difficult, branch of the law. In moving the resolution he would like it to be publicly known that there was no desire, certainly so far as he was concerned, to cast, or seem to cast, the slightest reflection upon the county court judges in general, or any judge in particular, and he heartily believed that, although there was a growing dissatisfaction at the way in which the Debtors Act was administered, the county court judges themselves would welcome, as much as any member of the profession, fixed legislative rules to guide them. Mr. Marshall, of Leeds, who had taken a leading part in the discussion at Nottingham, had said he would be very happy to second the resolution if he were present. He was not, however, present, and he (Mr. Munton) had no doubt some member would formally second his proposal.

Mr. MCLELLAN (Rochester) said he had seconded the resolution at Nottingham, and he had great pleasure in seconding that now before the meeting. As regarded the laying down of rules, he would like to say a word or two touching on the discretion or conduct of judges. He could endorse all that Mr. Munton had said to the effect that there was no desire to cast a slur upon the judges. Of course the matter was in their absolute discretion. They were directed under the Act what to do. There was a power of commitment provided it was proved to the satisfaction of the judge that the debtor has or has had since the date of the judgment means to pay. In framing these rules there was nothing to guide the judge but his own discretion, and he had to take the best evidence he could get, sometimes that of agents who put specious statements before him as to the means of the debtor. In laying down rules, he would suggest that it would

be as well to have regard to the means by which the evidence should be given, so that the mere *ipse dixit* of a debt collector or agent that he had asked the employer of the debtor, and he had said that the man was receiving so much money, should not be held sufficient. In suggesting the grounds upon which to work, he thought it should be taken in this way—that a written statement from the master or the foreman who paid the money must be produced that the man received so much. Then the judge could exercise his discretion, having regard to his family, the number of his children, and whether under the circumstances generally he was in a position to pay. It should also be required to be shewn that the man is actually at work at the time the committal order is asked for. The wording of the Act said it must be proved to the judge that a defendant has or has had since the date of the judgment the means to pay. But even if the man has had since the date of the judgment the means, but by misfortune at that particular time he has not the means, then he ought not to be committed. A man ought not to be committed because some time ago he had means. It might be that he had been earning say twenty-two shillings a week, but he might not have been able to put by enough to pay the instalments. He (Mr. McLellan) would like that—not the verbal statement—but a written statement should be required from the employer as to means, and that the man is at the time in work.

Mr. J. ELLERTON (London) suggested that the mover of the resolution should introduce a word or two to avoid the possibility of the interpretation being put upon it that it gave their assent, as representing the profession, to what he conceived they all agreed in considering a grave absurdity, namely, that the *onus* as regards proof of means should lie upon the creditor—not that the *onus* of proof that he has no means should lie upon the debtor. He did not think there was much difference of opinion upon that point, and if the resolution stood as it was it seemed to adopt the present system without any protest, and by that silence they might be committing themselves to the approval of it. He was sure they did not desire to do that.

Mr. E. NEWMAN (London) observed that this was a matter the committee could deal with.

Mr. ELLERTON said he would then suggest that the attention of the committee should be called to the point.

Mr. J. TAYLER (London) said that it seemed to him that the question really was whether the law should remain as it is at present, or whether a new and different law altogether should be adopted. The law at present was that it must be shewn by the creditor that the debtor had had the means, or has the means at the time, of paying since the judgment was obtained. The *onus* was thrown upon the creditor. Of course the resolution would merely apply to rules of evidence as applicable to that state of the law; but the important question was as to whether the law should not be so changed as that the *onus* should be thrown upon the debtor to shew his want of means. That was substantially the law of Scotland in regard to what were called alimentary debts. It was expressly provided by an Act passed only in 1882 that the wilful default in payment shall be implied until the contrary is proved; and if the debtor proves that he has not had, since the action was commenced, the means of paying either the whole or such sum as the judge shall think right and proper, then the order for imprisonment shall not issue. Really the question was for them to consider, was whether such a law should not exist in this country. He saw from the paper which had been read by Mr. Munton at Nottingham that the committee which had been appointed were unanimously of opinion that this change in the law should take place. If that were so, what more was required? They did not want any reference to a small committee at all. They wanted a declaration that the *onus* should be thrown upon the debtor, and that was all that would be necessary. He would, therefore, oppose the appointment of any small committee. They had nothing to do but to carry out what the committee had resolved upon, namely, that that would be a fit alteration of the law.

Mr. E. KIMBER (London) did not see that any alteration of the law was necessary, because in practice the county court judge, when a defendant said he could not pay, put him in the witness box and examined him as to his means. Thus they practically got all the evidence there was to be had out of the judgment debtor by the examination. If there was a new law throwing upon the debtor the *onus* of shewing his means, it would practically come to the same thing.

Mr. V. J. CHAMBERLAIN (London) hoped the committee would go to the county court and ascertain for themselves the method of working.

Mr. F. R. PARKER (London) said that at the Nottingham meeting he had pointed out that this was a subject to be dealt with by rules, but he had not known that Mr. Munton would follow it up with a committee on this sole point. It was an important matter, but not sufficiently so for the appointment of a committee. He (Mr. Parker) would suggest that the matter should be kept in mind until there was some committee sitting to which it could be referred.. He did not think it justified a separate committee.

The PRESIDENT observed that it must be remembered that until that report had been made and until the council could again report to the society nothing further could be done than to consider the matter and receive the report. Practically, when they agreed to appoint a committee they bound themselves to nothing except to have the matter considered and brought before the general meeting in July.

Mr. MELVILE GREEN (Worthing) asked if this would carry the whole subject to the committee. Because if the committee felt itself fettered by not having a sufficiently wide reference, and did not deal with the question of *onus* being thrown upon the defendant, it would be a subject of regret.

Mr. ELLERTON moved as an amendment that the word "whole" be placed before the word "matter."

Mr. GREEN seconded the amendment. He did not know how many of those who would vote knew much practically concerning the county courts. He was the registrar of a small court, and his impression was that there was no injustice done at the present time in the administration of the law as it stands. If an endeavour was made to fetter the discretion of the judges and to prevent them from dealing with the debtor, it would be doing a serious injustice. There were numbers of people who lived in the small lodging places and who moved about from place to place owing money. There was no way of getting at them except by a committal order, and then they paid. There were persons protected by marriage settlements, bills of sale, and so on, and there was no other way of getting them to pay their debts. If the judges were not allowed to decide, his impression was that great injustice would be done.

The PRESIDENT: Are not practically "the matter" and "the whole matter" the same thing?

Mr. NEWMAN urged that Mr. Munton should agree to the insertion of the word "whole," which could do no possible harm.

Mr. MUNTON said the question would arise as to what the "whole matter" was. At present the resolution dealt entirely with the law as it now stands, which casts the *onus* of proving means upon the plaintiff, and he wanted to say one word about that. In 1883 a committee was sitting, and had been sitting more or less from that time, certainly until 1888. That was the County Court Committee, of which he had had the honour of being secretary. The committee had reported that they were of opinion that the *onus* of negativing means must be cast upon the debtor. That resolution, in more forms than one, had been sent up from time to time to the Lord Chancellor and no notice had been taken of it, and in his judgment no notice would be taken of it. The Legislature would never alter the Act of Parliament to that extent. He should be extremely glad if they would do so, but he had treated the matter for several years past as settled. They must take the law as it was, and he believed very material advantage would ensue if they were properly to interpret the existing law. He would suggest that they should at present be content with asking that proper rules should be made for the purpose of administering the law, and if in the course of the meetings of that committee it should be found desirable to move hereafter for something more, it might be done. He believed there was a chance of getting what they were asking for, while if they asked for more they would not get any alteration at all. He submitted that the resolution as altered should be put to the meeting. But if there was anything like a consensus of opinion that they must reaffirm the resolution which they had had so long before them, then there had better be added after the word "matter" "and the question of whether the *onus* of negativing means ought to be cast upon the debtor," and that the committee should report thereon to the council. If there was anything like a strong feeling in favour of having that question revived, let them face it. If the president felt it expedient to suggest that the words he had named should be added, he (Mr. Munton) would bow to the chair.

The PRESIDENT suggested that after the word "matter" the following words should appear: "and also the question whether the *onus* of proving want of means should be cast upon the debtor."

Mr. ELLERTON said that would satisfy him, and

Mr. MUNTON thereupon agreed.

The amendment was then withdrawn, and the motion, as altered, was agreed to unanimously.

The PRESIDENT said the council were prepared to appoint the following gentlemen as a committee at their next meeting:—The President; the Vice-President; Mr. Thomas Marshall, registrar of the Leeds County Court; Mr. Margetts, registrar of the Huntingdon County Court; Mr. Ellett (Cirencester), who was well acquainted with all matters connected with the county court, members of the council; the registrar—to be named by the council—of a London county court; Mr. F. R. Parker and Mr. Munton, members of the society.

MOTIONS IN THE CHANCERY DIVISION.

The following notice stood on the paper of business:

Mr. CHARLES FORD will move: "That this society in general meeting assembled hereby affirms its former declaration that the interest of suitors and the due administration of justice require that motions in the courts of the Chancery Division should be set down in a list, and taken in the order in which they appear in such list, no precedence being given to leaders of the bar."

The PRESIDENT said that, as Mr. Ford was not present, and the matter seemed hardly pressing, it would probably be better to pass it over.

DELAYS IN CHANCERY.

Mr. KIMBER asked if he was to understand that, at the interview which the deputation had had with the Lord Chancellor on the preceding day, his lordship had expressed an opinion rather favourable to the appointment of an additional judge?

The PRESIDENT: No, sir; he expressed no opinion at all. He said he would report to his colleagues and consult with them.

Mr. KIMBER: Was the suggestion that the judge should have a staff?

The PRESIDENT: No, sir; a journeyman judge.

A vote of thanks to the President, moved by Mr. NEWMAN and seconded by Mr. TAYLER, terminated the proceedings.

UNITED LAW SOCIETY.

February 2.—Mr. C. W. Williams in the chair.—The first part of the evening was devoted to business. Mr. C. W. Williams then moved:—"That the provisions contained in the Directors' Liability Act, 1890, are not sufficiently stringent." Mr. F. B. Moyle opposed. The other speakers were—Messrs. J. R. Atkin, W. F. Symonds, B. Hawkins, C. Herbert Smith, J. L. V. S. Williams, G. Washington Fox, H. W. Marcus,

and W. S. Sherrington. The opener replied, and the motion was put and carried by a majority of six. The subject for the next meeting, on the 9th inst., is the case of *Dreyfus* v. *The Peruvian Guano Co.*

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Intermediate Examination.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 15th of January, 1891:—

Allen, Herbert Elliston
Atkinson, Thomas Lawrence
Auld, John Harrison
Austin, William
Baird, Robert George, B.A.
Barnes, Henry Pearcey Lewis
Bell, Herbert Alfred
Bennett, Herbert William
Borradaile, George Leycester
Breese, David
Bryant, John
Bryne, Rupert Henry
Carter, Alfred Walter
Chambers, Percy Holland
Clark, Henry Arthur, B.A.
Clarke, Arthur Blasdale
Collins, Edward William
Cooper, Francis John, B.A.
Covey, Arthur
Cowley, Oswald Beach
Cox, Lewis Latham, B.A.
Crowther, John Edward
Curtis, Frederick James, B.A.
Dammann, John Frederick Karl, B.A.
Davies, Joseph Pughe
Dawes, James Arthur, B.A.
Dickson, Campbell Cameron Forster
Draper, Ernest George
Eastwood, James Arthur
Ellis, Thomas
Evans, Ernest Septimus
Fache, Edward Charles
Fall, George Frederick
Fall, William Thomson
Fisher, William
Foyster, Bernard Brereton
Freer, John Thomas
Gait, John Clarke
Gilmer, John Horace
Gough, Harold
Green, Henry
Hargreaves, Richard Horner
Hart, Augustus Edwin
Hawkes, Robert Collins
Hayward, Percy Christopher Gallimore
Helmer, Frederick
Herford, Henry John Robberds, B.A.
Holbeche, Thomas
Holliday, Samuel Rowland, M.A.
Percy, Howard
Howell, William Gough
Hyde, Louis
Jarvis, Matthew Jervoise
Jeram, Frank Ernest
Johnson, John Richard Ockleshaw
Jones, James Stephens Tudor Cynfab
Knocker, Reginald Edward
Le Breton, Bertram
Leman, George Curtis, B.A.
Levi, Alfred David
Little, Thomas Holme
Maddocks, Henry
Mander, Charles Henry Waterland, B.A., LL B.
Marks, Harold Bernard
Marsden, George Allen
Marsh, Norman Neville, B.A.
Mason, Charles Eagleton Stuart
Mather, Edward
Matthews, William Edwin
Meakin, Wilfrid Johnson
Morgan, Lloyd Spear, B.A.
Moseley, Richard Evan
Newell, Charles Edward
Nind, Ronald Pitt
Osborn, Henry Walter
Owles, Thomas Frederick Beaumont
Page, John Edward
Parry, Thomas Parry Jones
Patchett, John Dixon
Paynter, Henry Ernest
Perkins, Herbert William
Platts, Matthew William
Pollock, Alexander, B.A.
Ramsden, Frederic Herbert
Reed, Walter
Rhodes, Henry Hirst
Robertson, William James
Rowlands, James David John
Rushforth, Francis McNeil
Russell, Frank Ffrench Bromehead
Salt, Ernest Albert
Sharp, John Brudenell
Simpson, Harry Derwent
Speke, William George
Starkie, Frank
Stephens, Henry William
Stokes, Thomas Adrian Owen
Tatham, William Verity
Taylor, Arthur
Thesiger, The Hon Percy Mansfield
Todhunter, William John
Toller, Montagu Henry
Walker, Henry Mansfield
Walton, Herbert Edward
Webber, Arthur
Welch, Arthur Frederick Budd
Wethered, Vernon
White, George Stanley
Wickes, George Boyd
Wilson, Edward Lorimer
Wilson, Edward Swain
Winch, George Bluett, B.A.
Witherington, Stephen
Wolfenden, Robert
Wragg, Edmund Arthur Windridge
Yeld, Francis Edward
Young, William, M.A.

Final Examination

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 13th and 14th of January, 1891:—

Adams, George Charles
Ainley, Herbert
Aitken, Robert
Aldous, Thomas Henry
Andrews, Frank Reginald
Ashby-Darby, Gerald Sorton
Barham, Cornelius Herbert
Barthorp, Henry Arthur, B.A.
Bartlett, William Abraham Wilberforce
Bellingham, Hugh
Bemrose, Arthur Cade
Bennett, William George
Bowling, Harry Clifford
Bowman, John Hungerford
Bracher, George Howes
Briggs, Basil Shaw
Brindley, Benjamin William
Brutton, Septimus
Buller, Alban Gardner
Burt, William Eaton
Butterworth, George Frederick
Butterworth, Robert Harry Smethurst
Cardale, William Henry
Carter, George Coplestone
Chiles, Thomas Henry
Clarkson, Henry William
Collin, John, B.A.
Colton, Michael Herbert
Comerford, James
Cook, Harry William
Cooke, David Frederick
Cookson, John
Coote, George
Cowley, Edward Rowland
Cross, Henry Wingfield
Cullingham, James Barry
Davies, Edward Gaskell, B.A.
Davies, William Sinclair
Davis, Alfred Sidney Newnham, B.A., LL.B.
Davis, Thomas Buffen
Dommett, William, B.A.
Edge, Sydney Vernon
Ellis, Cuthbert Frederick
Emanuel, Frederick Graham
Fawsett, William Claude
Franklin, William Vaughan
Gane, William Lawe
Galt, Algernon William Bruce
Garrett, Newson Littlewood, B.A.
Geoghegan, Joseph
Gilbert, Erasmus James Denby
Gill, Benjamin Kemp
Gillson, Frank, B.A.
Goodair, Thomas
Gray, John Nevill
Green, Arthur
Griffith-Williams, Alfred Mortimer
Griffiths, William
Grunebaum, Martin
Hankinson, Kyrle Chatfield, B.A.
Hattersley, Albert Edward
Hawes, Charles Edward
Haworth, Richard Nimrod
Henderson, Arthur
Hiley, Ernest Varvill
Hill, William Thomas
Hitchings, Robert Lewis
Hodge, Egerton Francis, B.A., LL.B.
Honey, Henry Knollys
Hopwood, Frederick Flowers
Horsfall, William Heincken
Hughes, Thomas
Hutton, Harold Clarke
Jackson, Donald Frederick
Jackson, John George
Jeffery, William Frederick
Jeremy, John Edward
Jones, Frederick Llewellyn, B.A.
Jones, Thomas Estyn
Jones, William Morris
Keeble, Edward Moss
Keeling, Arthur Trowbridge
Kemble, Arthur Twiss
Kent, Henry Edwin Hunter, B.A.
King, Leonard Burrows
Leigh, Norman
Liveing, William Robert Francis
Lloyd, Francis Horatio
Locock, Henry Thornton, B.A.
Love, Robert Lachlan
Lovegrove, William Frederic
Ludford, Thomas Richard
Lumb, Mellor
Marriott, Douglas, B.A.
Mattley, Robert Dawson
Maynard, Temple William
Messer, Allan Ernest, B.A.
Miller, Harry Risch
Mills, Frederick Hellewell
Mitchell, Sidney Alfred
Murray, Francis
Nash, Arthur Peel
North, John William Allen
Openshaw, Joseph Thomas
Pacy, Gabriel Reay
Page, Maberly Charles, B.A.
Pain, Walter
Parmiter, Arthur de Clifton
Peel, Walter
Phillimore, George Ernest
Phillips, Frederick Charles
Phillips, Herbert Gwynne
Pinniger, Charles Witherington
Pritchard, Harry Goring
Randall, Francis John
Richardson, Arnold
Roe, Robert Ernest Burton
Rooke, Charles Keith Jago
Rudge, Howard Nouaille
Saunders, Percival George
Shea, Sidney
Smith, Frank Feusdale
Smith, Henry Thomas
Smith, Josiah
Smith, Thomas Molison
Spaull, William Sidney
Standring, Thomas
Stanley, Guy Wentworth
Stordy, George
Stringer, George Relph Herbert
Stubbs, Charles John
Terry, George Tytler
Thomas, Robert
Thomas, William Henry
Thomasset, Victor
Timbrell, Albert Edward
Treharne, Gwelym Thomas
Tyrwhitt, Beauchamp Edward
Wade, Richard
Walford, William
Walters, John Stewart, B.A.
Walthall, Thomas William
Watkins, Edwin Grover
Webster, James Hewitt
Welfare, James Henry
Wells, George Charles
Welman, Edward John
Whitehouse, Ernest Amphlett
Wilkinson, Herbert
Willett, Thomas Henry
Willmot, Francis Edgar
Woodbridge, Reginald George
Woodhead, William
Wright, James Hall
Wright, John
Wyatt, Frederick Bullen

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—February 3.—Mr. Cuthbert Curtis in the chair.—The subject for discussion—"That the case of *Taylor* v. *Russell* (1891, 1 Ch. 8) was wrongly decided"—was opened by Mr. E. W. Munton, in the absence of Mr. W. E. Elmslie. Mr. W. L. Plaskitt and Mr. F. H. Jones opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative, Mr. T. Douglas; in the negative, Messrs. W. Thorpe, H. E. Aston, and A. W. Watson. Mr. C. Harcourt replied for Mr. Munton. On the motion being put to the meeting it was lost by a majority of eight.

Mr. Justice Denman is at present staying at Torquay, where he has been ordered by his medical attendant. It is uncertain whether the learned judge will resume his duties during the present Hilary Sittings.

The *Times* says that the will (dated October 10, 1890) of Sir William Richard Drake, F.S.A., late of 12, Prince's-gardens, and Oatlands-lodge, Weybridge, who died on December 2 last, was proved on January 16, the value of the personal estate exceeding £237,000. The testator leaves his picture, in panel, by Agnolo Allori, called "Il Bronzino," being a portrait of Piero de Medici, to the National Gallery.

LEGAL NEWS.

OBITUARY.

Mr. Edgar Hyde, M.A., barrister, died at Folkestone on the 27th ult. He was the youngest son of the Rev. Henry Woodcock Hyde, of Camberwell, and was born on the 27th of May, 1829. He was called to the bar at the Inner Temple on the 11th of June, 1862. He was educated at Corpus Christi College, Oxford, of which he was for some time a fellow. He was first class in Classics, and third class in Mathematics in 1854, and junior mathematical scholar from St. Paul's School, London. He practised before the High Court of Calcutta from 1862 to 1871. He was tutor at the Inner Temple in jurisprudence and civil and international law from 1875 to 1878. He was a member of the South-Eastern Circuit, and edited the Indian Law Reports, 2 vols. He was also author of a treatise on Indian Succession. He married on the 29th of August, 1868, Margaret, youngest daughter of the late Mr. Peter Armstrong.

Mr. Frederick Augustus Snow, solicitor, died suddenly shortly after leaving his office, 7, Great St. Thomas Apostle, on the 19th ult. He was the fifth son of the late Mr. Wm. E. Snow, J.P., who practised at 22, College-hill for nearly forty years. Mr. Snow was articled to his father, and was admitted a solicitor in Easter Term, 1851. He was the senior partner in the firm of Snow, Snow, & Fox, formerly of 22, College-hill, and now of 7, Great St. Thomas Apostle. He was at one time a member of the local board at Snaresbrook, where he resided in the same house for upwards of thirty years. Mr. F. A. Snow combined the qualifications of an admirable business man—sagacity, clear-headedness, and prompt decision—with a kindliness of heart which endeared him to a large circle of friends.

Mr. Henry Pearson Banks, M.A. Trinity College, Cambridge, barrister, of Highmoor, near Wigton, and 3, Essex-court, Temple, died at Hastings on the 19th ult. He was the eldest son of Mr. William Banks, J.P., of Highmoor, Cumberland. He was born on the 5th of March, 1844. He was called to the bar on the 26th of January, 1874. He was a member of the North-Eastern Circuit. He was a member of the Oxford and Cambridge and Junior Carlton Clubs.

Mr. Richard Henry Cole, barrister, of 12, Sevington-street, Harrow-road, and of 12, Old-square, Lincoln's-inn, W.C., died at 12, Sevington-street on the 21st ult. He was the second son of Mr. William Robert Cole, of the Middle Temple, barrister, and was born in 1851. He was called to the bar at the Inner Temple on the 14th of January, 1870. He married on the 28th of July, 1875, Alice, daughter of Mr. Benson Blundell, of the Middle Temple, barrister. He practised at 12, Old-square as an equity draftsman and conveyancer.

Mr. Palgrave Simpson, solicitor, of Liverpool, died recently, in the seventy-fifth year of his age. He was a member of the firm of Messrs. Simpson, North, & Johnson. Mr. Simpson was admitted a solicitor in 1839, shortly after which time he joined the firm of Messrs. Norris, Allen, & Simpson, in Bedford-row, London. In 1854 Mr. Palgrave Simpson went to Liverpool, in order to enter into partnership with Mr. John North, who was then solicitor to the Mersey Docks and Harbour Board. He had a large practice and experience in commercial cases. From childhood, says a Liverpool paper, music was with him a passion, and he took the greatest interest in the musical training of the inmates of the Orphan Boys' Asylum in Myrtle-street. For years he distinguished himself in the art of setting music for performance by brass bands, and he was a prolific composer of songs. He also wrote two theoretical works, one on "Harmony" and the other on "Orchestration for Brass Instruments," and a little operetta which he composed many years ago met with no mean success, having been very favourably received at the time.

APPOINTMENTS.

Mr. Arthur Alexander Banes, solicitor, of No. 62, Mark-lane, London, has been appointed Vestry Clerk of the Parish of West Ham. Mr. Banes was admitted a solicitor in April, 1884.

Mr. John King Farlow, jun., solicitor (of the firm of Cole & Farlow), has been appointed Vestry Clerk to the united parishes of St. Clement and St. Martin Ongar, and Clerk to the Needlemakers Co. Mr. Farlow was admitted a solicitor in November, 1882.

Mr. John Eagleton, solicitor (of the firm of Eagleton & Son), of 40, Chancery-lane, has been appointed Clerk to the Fruiterers Co. Mr. Eagleton was admitted a solicitor in November, 1881.

Mr. Octavius Chapman Tryon Eagleton, solicitor (of the firm of Eagleton & Son), of 40, Chancery-lane, has been appointed Solicitor to the Haberdashers Co. Mr. Eagleton was admitted a solicitor in Trinity Term, 1847.

Mr. Harry Spencer Andrew Foy, solicitor, of 14, Clifford's-inn, E.C., has been appointed Clerk to the Commissioners for Public Baths and Washhouses. Mr. Foy was admitted a solicitor in April, 1885.

Mr. Henry Lancelot Walter Godwin and Mr. Harry Godwin, solicitors (of the firm of Godwin & Son), of 51, Wool Exchange, Coleman-street, E.C., New Southgate, and Colney Hatch, have been appointed Solicitors to the Southgate Local Board. Mr. H. L. W. Godwin was admitted a solicitor in Hilary Term, 1868, and is solicitor to the Edmonton School Board and a commissioner for oaths. Mr. H. Godwin was admitted in February, 1884.

Mr. Thomas Rolls Warrington, barrister, has been appointed counsel to the Attorney-General in charity matters, in succession to Mr. Farwell, recently created one of her Majesty's Counsel. Mr. Warrington was called to the bar in 1875.

CHANGES IN PARTNERSHIPS.

Dissolutions.

John Attenborough and Charles Leete Attenborough, solicitors (J. & C. Attenborough), of 16, Ely-place, Holborn, London. Jan. 27. The practice will be continued by the said John Attenborough.

Robert Jones Roberts and John Cemlyn Jones, solicitors, of Bangor. Jan. 24. [*Gazette*, Jan. 30.

GENERAL.

It is announced that Sir Charles Parker Butt, President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, has been sworn a member of her Majesty's Most Honourable Privy Council, and that the honour of knighthood has been conferred upon Mr. Justice Jeune.

Sir Albert Rollit, acting in his capacity as chairman of the council of the London Chamber of Commerce, this week presented to the Lord Chancellor the memorial of the council in favour of the appointment of a Royal Commission to consider the working of the Judicature Acts and the delay and cost of litigation under the present system.

Since Mr. Grigsby wrote to the *Times* with regard to the judicial honours of Balliol men, a correspondent has written to point out that seven judges were educated at Trinity College, Cambridge—Lords Penzance and Macnaghten, Lord Justice Kay, and Justices the Hon. G. Denman, Stephen, A. L. Smith, and Stirling; while yet another remarks that University College, London, is not a bad second with no less than five representatives—namely, Lord Herschell, Lords Justices Lindley and Fry, and Justices Wills and Charles.

At the meeting of the London County Council this week it was resolved:—"That, until it is seen whether the system proposed in the report in reference to the parliamentary work of the council can be settled on a permanent basis, the filling up of the office of solicitor to the council be deferred; that, in the meantime, the solicitor's department be worked substantially, as it has heretofore been nominally, as two separate branches—viz. (1) the general law branch; and (2) the conveyancing branch; Mr. Blaxland, the present chief assistant of the general law branch, being made provisionally responsible not only for the duties in the general law branch, but also for the entire staff in that branch and its conduct, and in addition performing such duties other than those relating to the parliamentary business and the conveyancing branch as the late solicitor was accustomed to perform, being styled and officiating as 'acting solicitor' and Mr. Jackson continuing in charge as heretofore of the conveyancing branch and being responsible for the staff therein and its conduct, retaining his present style of 'assistant solicitor.'"

Writing to the *Daily Graphic* on the subject of the alleged refusal of Mr. Justice Wright to be knighted, Mr. G. F. Russell Barker says, "There is a precedent for Mr. Justice Wright's refusal of knighthood. John Heath, who succeeded Sir William Blackstone in the Court of Common Pleas, in July, 1780, declined to accept the 'honour' in question, and declared that he would die 'plain John Heath.' To this resolution he firmly adhered, and after sitting on the bench for nearly thirty-six years, died unknighted but not unhonoured, on January 16, 1816. Sir Samuel Romilly records, in the diary of his parliamentary life, the strenuous efforts which Piggott and he made when appointed Attorney and Solicitor-General to avoid the self-same 'honour.' 'Never,' writes Romilly under the entry for February 12, 1806, 'was any city trader who carried up a loyal address to His Majesty more anxious to obtain than we were to escape this honour. We applied to Lord Dartmouth, the Lord-in-Waiting, to Lord Grenville, Lord Spencer, and everybody on whom we thought it might depend to deprecate the ceremony which awaited us. But the King was inflexible.'"

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, February 9	Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday 10	Lavie	Beal	Pemberton
Wednesday 11	Carrington	Pugh	Ward
Thursday 12	Lavie	Beal	Pemberton
Friday 13	Carrington	Pugh	Ward
Saturday 14	Lavie	Beal	Pemberton
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, February 9	Mr. Jackson	Mr. Godfrey	Mr. Bolt
Tuesday 10	Clowes	Leach	Farmer
Wednesday 11	Jackson	Godfrey	Bolt
Thursday 12	Clowes	Leach	Farmer
Friday 13	Jackson	Godfrey	Bolt
Saturday 14	Clowes	Leach	Farmer

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HOWLETT.—Feb. 1, at King's Heath, near Birmingham, the wife of Joseph Howlett, solicitor, of a son.
JONES.—Jan. 29, at 5, Warwick-gardens, Kensington, W., the wife of Ernest Seymour Jones, of the Middle Temple, of a son.

DEATHS.

COLLETT.—Jan. 28, at Highclere, Torquay, Charles Collett, late H.E.I.C.S., Madras, and formerly a judge of the High Court at Madras, aged 64.
WOOD.—Feb. 1, at Melton Hall, near Woodbridge, John Richard Wood, solicitor, of Woodbridge, and 8, Finsbury-circus, London, aged 67.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HEYWOOD DISTRICT LOAN SOCIETY, LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their claims, to Samuel Royds, 21, York st, Heywood
KENT COUNTY GOLD MINE CO, LIMITED—North, J, has, by an order, dated Aug 30, appointed Arthur John Rhodes, 23, College hill, to be official liquidator
PERCY IBOTSON & SONS, LIMITED—Kekewich, J, has, by an order dated Jan 28, appointed Mr Henry Percy Ibotson, Poyle Mills, Middlesex, to be official liquidator
SAILING SHIP "LORD RAGLAN" CO, LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts and claims, to John Herron, 15, Tower bldgs North, Liverpool
SWISS MILK POWDER CO, LIMITED—By an order made by Chitty, J, dated Dec 17, it was ordered that the company be wound up Boxall & Boxall, solors for petner
UPPER ROODEPOORT GOLD MINING CO, LIMITED—Petn for winding up, presented Jan 28, directed to be heard on Saturday, Feb 7 Romer & Haslam, Copthall chmbrs, solors for the petnr

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

AUDENSHAW PAINT AND COLOUR CO, LIMITED—By an order made by Bristowe, V.C., dated Jan 12, it was ordered that the voluntary winding up of the company be continued Innes, Manchester, solor for liquidator
BARBER & CO, LIMITED—By an order made on Jan 19, it was ordered that the voluntary winding up of the company be continued Rowley & Co, Manchester, solors for petnr

London Gazette.—TUESDAY, Feb. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

PHŒNIX STEAM BOILER CO, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to William Kevan and Thomas Marshall Hewitt, 12, Acresfield, Bolton, Lancaster Holden & Holden, Bolton, solors for liquidators
ST. BEDE CHEMICAL CO., LIMITED.—Credstors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts and claimes to J. C. Rollin, St. Nicholas buildings, Newcastle upon Tyne Philipson & Co, solors for the liquidator
WATERWORKS SYNDICATE, LIMITED.—Creditors are required, on or before March 17, to send their names and addresses, and the particulars of their debts or claims to James Drayson Austen Norris, Suffolk house, Laurence Pountney hill. Lovell & Co, Gray's inn square, solors for the liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

AUDENSHAW PAINT AND COLOUR CO, LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Henry Goodwin, 3, Booth st, Piccadilly, Manchester. Innes, Manchester, solor for the liquidator.

FRIENDLY SOCIETIES DISSOLVED.

ROSE OF SHARON FRIENDLY SOCIETY, United Methodist Free Church School, Morley, York Jan 27
SAINT MARY'S, ISLINGTON, BENEFIT SOCIETY, Crown Tavern, Cloudesley rd, N. Jan 28

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 20.

AUSTIN, ROBERT CECIL, Kingston, Surrey, Barrister-at-Law. Feb 28. Fox, Kingston on Thames
BOSWORTH, MARIA ELIZABETH, Haselville rd, Upper Holloway. Feb 21. Chapman, London wall
BROWN, JOHN, Manchester, retired Hosier. Feb 20. A. & G. W. Fox, Manchester
BURLTON, MARY FEARNLEY, Dorothy rd, Lavender hill. Feb 16. Snow & Co, Gt St Thomas Apostle, Queen st
CHAMPNESS, THOMAS, Romford, Essex, Auctioneer. March 1. T. & E. P. Baddeley, Leadenhall st
CLARK, JOHN, Lee, Kent, Gent. Feb 28. Rudd & Co, Austinfriars
COLEFIELD, HENRY JULIUS, Liverpool. Feb 16. Fisher & Co, Liverpool
COATES, EDWARD, Lowestoft, Gent. March 2. Norton & Son, Lowestoft
COLT, GEORGIANA ELLEN, Malvern, Worcs. Feb 19. Dunster & Chapman, Henrietta st Cavendish square.
COWLAND, MARY ANN, Sittingbourne, Kent. March 15. Winch & Greensted, Sittingbourne
CRABBE, SARAH, Reedham, Norfolk. Feb 14. Keith & Co, Norwich
CRIPPS, PHILIP, Blundell st, Caledonian rd, Coachsmith. March 2. Furber, Grays inn square
DURRANS, WILLIAM, Northowram, nr Halifax. Feb 20. Bocock, Halifax
GREEN GEORGE, Heyworth, Suffolk, Farmer. Feb 17. Partridge & Wilson, Bury St Edmunds
HALSTEAD, SARAH, North Rigton, Yorks. Feb 14. Scott, Leeds
HAVILL, PAUL, Tiverton, Devon, Chemist. Feb 2. Partridge & Cockram, Tiverton
HAZLEWOOD, ANN FRANCES ELIZABETH, Weston super Mare. Feb 14. Crump, Parliament st, Westminster
HODGSON, WILLIAM VINCENT, Southport, Gent. March 1. Brown & Co, Southport
HOOPER, JAMES, Norton, nr Bury St Edmunds, Builder. Feb 28. Wilkins & Co, Gresham house, Old Broad st
JAMES, THOMAS, Ormiston rd, Uxbridge rd, Esq. Feb 28. Tott & Co, Bedford row
JAYNE, WILLIAM, Olveston, Glos, retired Shopkeeper. Feb 28. Scarlett & Co, Thornbury, R. S. O.
KNIGHT, FINLAY FINLAY, Trebovir rd, Earl's Court, Gent. April 15. Stephen, Gt James st, Bedford row
KURTZ, ANDREW GEORGE, Wavertree, nr Liverpool, Manufacturing Chemist. Feb 15. Rogerson & Co, Liverpool
LAMBERT, JAMES WILLIAM, Bedford row, Solicitor. March 31. Andrew & Co, Gt James st, Bedford row
LATHAM, WILLIAM, jun., New Brighton, Chester, Bookkeeper. Feb 28. Wright & Co, Liverpool
LAWRIE, MARGARETTA, North Cray, Kent. Feb 18. Keen & Co., Knightrider st
LEACH, HENRY, Iver, Bucks, Gent. Feb 16. Mercer, Uxbridge
LEWES, LYDIA MARY, Grenville place, Cromwell rd. Feb 14. Proudfoot & Chaplin, John st, Bedford row
MACKAY, JAMES, Devonport, Mercer. Feb 28. Snell & Holman, Plymouth
MAINWARING, CHARLES HENRY, Whitmore, Staffs, Esq. March 19. Lawrence & Co, New square, Lincoln's inn
MAYDON, JOHN, Uxbridge, Cattle Dealer. Feb 16. Mercer, Uxbridge
MILLIS, ANN, Legard rd, Highbury New Park. Feb 20. Taylor, Lincoln's inn fields
NIGHTINGALE, WILLIAM BEATSON, Kingston upon Hull, Wholesale Grocer. April 30. Middleniss & Pearce, Kingston upon Hull
NIXON, THOMAS, Cardiff, Licensed Victualler. Feb 20. Morris & Son, Cardiff
ROGERS, WILLIAM, Coppull, nr Wigan, Mining Engineer. Feb 26. Ackerley & Son, Wigan
SILK, SAMUEL, Kidderminster, Foreman of Carpet Works. Feb 1. Ivens & Morton, Kidderminster
SMITH, JOSEPH, Ettingshall, nr Wolverhampton, Iron Merchant. Feb 2. Hall & Co, Bilston
WOOD, JOHN ELLIOTT, Melcombe Regis, Dorset, Surgeon. March 4. Howard, Weymouth

London Gazette.—FRIDAY, Jan. 23.

BENNETT, ROWLAND NEVITT, Brighton, Esq. Feb 28. Bennett & Co., Lincoln's inn
BERRY, THOMAS, Sutton, nr Crosshills, Yorks, Sizer. Feb 23. Spencer & Clarkson, Keighley
BOSTOCK, FREDERICK, Northampton, Shoe Manufacturer. March 25. Dennis & Faulkner, Northampton
CARPENTER, CHARLES, King st, St James's, Major of Royal Artillery. Feb 28. Park & Co, Essex st, Strand
CHAPMAN, HENRY WILLIAM, Folkestone, Army Captain (retired). Feb 23. Budd & Co, Bedford row
CLARK, WILLIAM, Scarborough, Saddler. Feb 21. Woodall & Bedwell, Scarborough
COTTINGHAM, SARAH, Aspley Guise, Beds. March 1. Salmon & Sons, Bury St Edmunds
COWLAND, MARY ANN, Sittingbourne, Kent. March 15. Winch & Greensted, Sittingbourne
DOWNES, JOHN, Kingston upon Hull, Licensed Victualler. March 13. Rollit & Sons, Hull and Mark lane
DRYHURST, HARRY, Ladywood rd, Birmingham. Feb 28. Balden & Son, Birmingham
EVANS, THOMAS, Littlehampton, Sussex, Surgeon. Feb 26. Holmes & Co, Littlehampton
FELTHAM, JOHN, Lyndhurst sq, Peckham, Gent. March 25. Gardner, Leadenhall st
FIRTH, WILLIAM, Leeds, Esq. Feb 25. Dibb & Co, Leeds
FOSTER, RICHARD, Middlesborough, Yeoman. Feb 28. Wooler, Darlington
GODEFROI, HENRY, Kensington Gardens sq, Bayswater, Esq. March 7. Emanuel & Simmonds, Finsbury circus
HALL, JOHN, New London st, Shipowner. Feb 28. Ingle & Co, Threadneedle st
HEILBUTH, SAMUEL, Budge row, Cannon st, Licensed Victualler. Jan 31. Tooth, Lincoln's inn fields
HOLTHAM, FREDERICK, Highbury hill. Mar 4. Clarkson & Co, Doctor's Commons
HUGGETT, WILLIAM, Brookland, Kent, Grazier. Feb 20. Dawes, Rye, Sussex
HULME, WILLIAM, Stalybridge, Beerseller. Feb 20. Ives, Stalybridge
HUTSON, JOHN, Stow Bardolph, Norfolk, Merchant. Feb 21. Reed & Wayman, Downham Market
JACKSON, MARY, Carmarthen. Feb 26. Daniel, Cardigan
JENKINS, THOMAS MOSES, Tavistock st, Strand, Solicitor. Mar 25. Brighten & Lemon, Fenchurch st
KEYMER, MARTHA TOLL, Catsfield rd, Essex. Mar 15. Goody & Son, Colchester
KING, THEODORE, Tunbridge Wells, Esq. Mar 1. Underwood, Hereford
KINGSTON, THOMAS, Addlestone, Surrey, retired Beerhouse keeper. Feb 12. Crowdy, Chertsey
MEAD, HARRIET, Pulborough, Sussex. Feb 14. Bucknill, Gray's inn pl
MILES, SARAH, Henrietta st, Swansea. March 1. Stokes, Tenby
NEALE, ELIZABETH, Walton on the Naze, Essex, Licensed Victualler. March 6. Goody & Son, Colchester
NICHOLSON, RICHARD, Newcastle upon Tyne, Butcher. Feb 20. Criddle, Newcastle upon Tyne
ORMOND, MAURICE, Carew, Pembs, Farmer. March 1. Stokes, Tenby
OUTHWAITE, THOMAS PRICK, Goldsborough, Yorks, Farmer. Jan 30. Bateson, Harrogate
OXENDEN, GEORGE CHICHESTER, Barham, Kent, Esq. March 31. Kingsford & Co, Canterbury
PERRY, PICKERING PHIPPS, Northampton, J.P. March 25. Dennis & Faulkner, Northampton
PHILLIPS, GEORGE, New Milford, Llanstadwell, Pembs. March 1. Stokes, Tenby
PHILLIPS, MARIA, Neyland, Pembs. March 1. Stokes, Tenby
PRYOR, ATHANASIUS, Gwennap, Cornwall, retired Agent. March 3. Paige & Grylls, Redruth
RIDLEY, OWEN, Ipswich, Wine Merchant. Feb 24. Kingsford, Ipswich
RIESTRA, LAUREANO, Corcubion, Gallicia, Spain, Master Mariner. Feb 28. Bateson & Co, Liverpool
SIDNEY, WILLIAM JOHN, Old Catton, Norfolk, Gent. Feb 23. Goodchild, Norwich
ST. LEGER, RT. HON. RICHARD ARTHUR, Viscount DONERAILE, South square, Gray's-inn. Feb. 20. Peacock & Goddard, South square, Gray's inn
STEELE, EDWARD, Dorchester, Gent. March 1. Symonds & Sons, Dorchester
THURSBY, RALPH LOVELL, Chester terce, Eaton sqr. March 25. Thursby, Essex st, Strand
TUTTON, SAMUEL, Canton, Cardiff, Licensed Victualler. Feb 22. David, Cardiff
WARD, SARAH, Alstonfield, Staffs. March 1. Holland & Rigby, Ashborne
WARRINGTON, LAVINIA ANN, Torquay. March 10. Hooper, Torquay
WATERS, ELIZABETH, Tenby. March 1. Stokes, Tenby
WILSON, JAMES HAMILTON, Lebanon grds, Wandsworth. Feb 24. Valpy & Co, Lincoln's inn fields
WOODHALL, JOHN, Wednesbury, Staffs, Shoemaker. Feb 28. Jones, Wednesbury
WRIGHT, JOSEPH, Birkenhead, Steamship Manager. March 10. Masters & Rogers, Liverpool

London Gazette.—TUESDAY, Jan. 27.

ASPLAND, THEOPHILUS LINDSEY, Reigate, Surrey, Esq. March 6. Edwards & Son, Moorgate st
BAILEY, ROBERT, Gt Yarmouth. Feb 25. Harmer & Ruddock, Gt Yarmouth
BARNES, MARY ANN, Wellington st, Sheffield. Feb 14. Smith & Co, Sheffield
BARTON, THOMAS, Langriville, Lincs, Farmer. Feb 7. Waite & Co, Boston
BATTERSBY, THOMAS, Derby, Gent. March 25. Field & Sons, Leamington
BROWN, MARY ANN, Little Shelford, Cantab. March 25. Eaden & Knowles, Cambridge
BRYAN, HENRY WILLIAM, Crown lane, West Norwood, Licensed Victualler. March 7. Taylor, Lincoln's inn fields
BRYAN, MARY, Crown lane, Norwood. March 7. Taylor, Lincoln's inn fields
CAMPBELL, JOSEPH, Air st, Regent st, Linen Manufacturer. March 16. Rutland & Co, London & County Bank house, Covent garden
CARTER, WILLIAM, Brighton, Caretaker. March 7. Nye, Brighton
CAZALET, WILLIAM CLEMENT, Grenehurst, Surrey. March 30. Woodhouse & Co, New square, Lincoln's inn
CHANCELLOR, EMILY ANNE, Princes square, Bayswater. March 10. Nisbet & Daw, Lincoln's inn fields
DAVENPORT, MARIA, St Albans. March 1. Neish & Howell, Watling st
DIXON, JOSEPH, Freiston, Lincs, Gent. Feb 7. Waite & Co, Boston
EWBANK, RICHARD BOSOMWORTH, Arkendale, Yorks, Farmer. March 22. Hirst & Capes, Boroughbridge
FELTHAM, ANN, Yatton. March 1. Latchams & Montague, Bristol
FENWICK, MARGARET HENRIETTA, Gateshead. March 2. Ingledew & Co, Newcastle upon Tyne
FISHER, JOHN MOORE, Kingston upon Hull, Doctor of Medicine. March 1. Jacobs & Dixon, Hull
FORD, JOHN, Mow Cop, Chester, Gent. March 25. Nelson, Kidsgrove
FROISSANT, ADOLPHE JACQUES, Worcester st, Pimlico, Professed Cook. March 7. Ellis, Birchin lane
GLADMAN, ALBERT, Cedars rd, Water lane, Stratford, Gent. March 1. Noon & Clarke, Gt St Helens
GREENWELL, GEORGE, Durham, Grocer. Feb 21. Watson & Smith, Durham
GRIFFITH, MARY, Huyton, Lancs. March 9. Banks & Co, North John st
HASLAM, GEORGE, Ashover, Derby, retired Surveyor of Roads. Feb 22. Gratton & Marsden, Chesterfield
HATCHER, WILLIAM, Richmond, Virginia, U.S.A. March 1. Hill & Co, Liverpool
HEMSTED, MARY, Bath. Feb 28. Lanfear & Tanner, Cannon st
HEULAND, FRANCES ANN, Boundary rd, St John's Wood. Feb 28. Rutter & Son, Clifford's inn, Fleet st
HOLLON, RICHARD WELCH, York, Esq. March 12. Perkins & Perkins, Yorks
JACKSON, MARY, Carmarthen. Feb 26. Daniel, Cardigan
JARVIS, GEORGE, Cambridge, Innkeeper. Feb 20. Eaden & Knowles, Cambridge
KNOLLYS, HENRY FRANCIS, Emperor's gate, South Kensington, Civil Servant. March 2. Portland & Co, Temple chmbrs, Temple avenue
LLOYD, MARY, Isycoed, nr Wrexham. Feb 7. Lewis & Son, Wrexham
MCMICKAN, WILLIAM, Liverpool, Master Mariner. March 25. Morecroft & Co, Liverpool
MILES, CHARLES, Neyland, Pembs, Railway Guard. March 1. Stokes, Tenby
MORCOM, AUGUSTUS FERRIS, Bristol, Shorebroker. March 31. Harwood & Boutflower, Bristol
NUTT, CECILIA, Cheltenham. March 7. Ticehurst & Sons, Cheltenham
SAUNDERS, MARGARET, St Leonard's on Sea. Feb 28. Young & Son, Hastings
SPENCER, Rev. ROBERT FRANKLIN, Clarendon grdns, Maida Hill, Clerk, LL.D. March 25. Munton & Morris, Queen Victoria st
SUMMERSFIELD, ISRAEL, Manchester, Tailor. March 1. Boardman, Manchester
THOMPSON, ELIZABETH, Grisdale, nr Hawes Junction, Yorks. Feb 21. Smith, Hawes
TOWNDROW, MARY, Wadsley, nr Sheffield. March 31. Swift, Sheffield
WHITELEY, MARY ANN, Soyland, Halifax, Boerhouse Keeper. March 1. Ruddock & Marshall, Halifax
WILLIAMS, ELIZABETH, Boaler st, Liverpool. March 1. Sephton, Liverpool
WISDEN, ISAAC, Brighton, Bathing Machine Proprietor. Feb 28. Howlett & Clarke, Brighton
WISDEN, JOSEPH, St. Leonard's on Sea, retired Licensed Victualler. Feb 28. Howlett & Clarke, Brighton

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 30.

RECEIVING ORDERS.

ANDREWS, JOHN WILLIAM, Woolwich, Chemist Greenwich Pet Jan 28 Ord Jan 28
BECK, JACOB, Darwin st, Old Kent rd, Baker High Court Pet Jan 28 Ord Jan 28
BLUMENAY, JOHN, Warrington, Furniture Dealer Warrington Pet Jan 24 Ord Jan 28
BOTTOMLEY, SAM TAYLOR, Greetland, nr Halifax, formerly Cotton Operative Halifax Pet Jan 26 Ord Jan 26
BREWER, REGINALD, late Charles st, St James's High Court Pet Dec 30 Ord Jan 27
BROOKE, MARGARET, Doncaster, Chemist Sheffield Pet Jan 26 Ord Jan 26
CANTLE, JAMES AYLWARD, Newtown, Gosport, Builder Portsmouth Pet Jan 28 Ord Jan 28
CARMAN, ALFRED, Maidstone, Tarpaulin Maker Maidstone Pet Jan 24 Ord Jan 24
CASE, HENRY DAVID, Bury St Edmunds, Tailor Bury St Edmunds Pet Jan 27 Ord Jan 27
COX, GEORGE NELSON, Hastings, Hotel Proprietor Hastings Pet Jan 28 Ord Jan 28
DEPLEDGE, ELIZA, Sheffield, Schoolmistress Sheffield Pet Jan 27 Ord Jan 27
GAWKROGER, WILLIAM DAVID, Stockport, Joiner Stockport Pet Jan 23 Ord Jan 23
HICKSON, JOSEPH WILSON, and HENRY HICKSON, Kingston upon Hull, Leather Factors Kingston on Hull Pet Jan 7 Ord Jan 28
HOWARD, JOSEPH, Liverpool, Commission Merchant Liverpool Pet Jan 27 Ord Jan 27
LEE, ROBERT, Blackpool, Model Lodging-house Keeper Preston Pet Jan 28 Ord Jan 28
LEYBERG, LOUIS, Cheetham, Manchester, Manager Manchester Pet Jan 27 Ord Jan 27
LINNELL, GEORGE, the younger, Market Deeping, Lincs, Engineer Northampton Pet Jan 27 Ord Jan 27
LOCH, JAMES S, Cross st, Finsbury, Merchant High Court Pet Jan 10 Ord Jan 28
MACDONALD, KENNETH, Arrochar, Dumbartonshire, Merchant High Court Pet Dec 23 Ord Jan 28
MILLER, GEORGE, Rotherham, Labourer Sheffield Pet Jan 27 Ord Jan 27
NEEDHAM, WILLIAM HENRY, Doncaster, Draper Sheffield Pet Jan 5 Ord Jan 27
PATTERSON, JOHN ROWELL, Barrow in Furness, Farmer Barrow in Furness Pet Jan 24 Ord Jan 24
PHILLIPS, GEORGE THOMAS, Swansea, Painter Swansea Pet Jan 26 Ord Jan 26
PLAISTED, HARRY, Havant, Hotel Proprietor Portsmouth Pet Jan 16 Ord Jan 28
RANGDALE, THOMAS, Thorner, Yorks, Commercial Traveller York Pet Jan 26 Ord Jan 26
SAINT, WILLIAM, Bristol, Builder Bristol Pet Jan 26 Ord Jan 26
SHEPHERD, ALBERT EDWIN, Easingwold, Yorks, Potato Dealer York Pet Jan 28 Ord Jan 28
START, WILLIAM, Leicester, Greengrocer Leicester Pet Jan 28 Ord Jan 28
STEER, ELI, Derby, Waiter Derby Pet Jan 28 Ord Jan 28
STRANGE, EDWIN SYDNEY, Tunbridge Wells, Builder Tunbridge Wells Pet Jan 14 Ord Jan 26
WREGLESWORTH, WILLIAM, York, Bricklayer York Pet Jan 27 Ord Jan 27
YEO, WILLIAM HENRY, Plymouth, Horse Dealer East Stonehouse Pet Jan 13 Ord Jan 27

FIRST MEETINGS.

ARTHUR, WILLIAM EYRE, East st bldgs, Baker st, late Commission Merchant Feb 13 at 2.30 33, Carey st, Lincoln's inn fields
ASHWORTH, THOMAS, Bradford, Lead Trap Maker Feb 9 at 3 Off Rec, 31, Manor row, Bradford
BEAUMONT, HENRY, Cleckheaton, Yorks, Wheelwright Feb 9 at 3.30 Off Rec, 31, Manor row, Bradford
BIRDSALL, JABEZ, Barnsley, Joiner Feb 13 at 12 Off Rec, 1, Hanson st, Barnsley
BOTTOMLEY, SAM TAYLOR, Greetland, nr Halifax, formerly Cotton Operative Feb 9 at 11 Off Rec, Crossley st, Halifax
BOULTON, GEORGE WARREN, Coleman st, Forwarding Agent Feb 10 at 2.30 33, Carey st, Lincoln's inn fields
BREARLEY, ROBERT, Birmingham, Fancy Draper Feb 10 at 11 25, Colmore row, Birmingham
BROOKE, WILLIAM, Hopton, nr Thetford, Suffolk, Builder Feb 7 at 1 Off Rec, 8, King st, Norwich
BULLER, JAMES THOMAS, Swansea, Grocer Feb 9 at 12 Off Rec, 97, Oxford st, Swansea
BUNYARD, HARRY, St Stephen's terce, Albert sqr, Clapham, Commission Agent Feb 13 at 11 33, Carey st, Lincoln's inn fields
BUTCHER, JAMES, Gascony avenue, Kilburn Feb 10 at 12 33, Carey st, Lincoln's inn fields
CARMAN, ALFRED, Maidstone, Tarpaulin Maker Feb 12 at 11 Off Rec, Week st, Maidstone
CHAPMAN, WILLIAM HENRY, Almondsbury, Glos, Farmer Feb 18 at 12 Off Rec, Bank chmbrs, Bristol
CHINERY, DAVID, Kingston upon Thames, Club Proprietor Feb 6 at 11.30 24, Railway approach, London Bridge
CLARKSON, JAMES, Newgate st, Upholsterer Feb 13 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
CULVERHOUSE, ABRAHAM, Wolverton, Bucks, Grocer's Manager Feb 7 at 12.45 County Court bldngs, Northampton
DAWKINS, GEORGE, GEORGE WILLIAM DAWKINS, and JOHN HENRY DAWKINS, Wellingborough, Stonemasons Feb 7 at 12 County Court bldngs, Northampton
DENNY, FREDERICK WILLIAM, Newcastle st, Strand, Licensed Victualler Feb 10 at 11 33, Carey st, Lincoln's inn fields
DUGGAN, WILLIAM, Preston, Fishmonger Feb 6 at 2.45 Off Rec, Ogden's chmbrs, Bridge st, Manchester
ECCARDT, ARTHUR J., Bromley, Kent, Builder Feb 6 at 12.30 24, Railway approach, London Bridge
FOSTER, WILLIAM, Leeds, Coal Merchant Feb 9 at 11 Off Rec, 22, Park row, Leeds
GERRISH, ANN, and SAMUEL GERRISH, Bitton, Glos, Farmers Feb 18 at 12.30 Off Rec, Bank chmbrs, Bristol
HARBORD, WILLIAM, Gt Yarmouth, Fish Buyer Feb 7 at 11.30 Off Rec, 8, King st, Norwich
HODGSON, THOMAS, Pickering, Yorks, Fruit Merchant Feb 6 at 11.30 Off Rec, 74, Newborough st, Scarborough
HOOTON, WILLIAM, Chorlton upon Medlock, Manchester, Plumber Feb 6 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
INGREY, CHARLES, Queen Victoria st, Civil Engineer Feb 11 at 12 Bankruptcy bldgs, Lincoln's inn
JONES, JAMES, Barnsley, Grocer Feb 13 at 11.30 Off Rec, 1, Hanson st, Barnsley
MATTHEWS, WILLIAM HENRY, Towcester, Northamptonshire, Blacksmith Feb 7 at 1.15 County court bldgs, Northampton
PLAISTED, HARRY, Havant, Hotel Proprietor Feb 10 at 11.30 Chamber of Commerce, 145, Cheapside
POTTER, HENRY, Horsham, Sussex, Carpenter Feb 10 at 12 Off Rec, 4, Pavilion bldgs, Brighton
PRIOR, RICHARD CORNELIUS, Bideford, Builder Feb 7 at 11.30 King's Arms Hotel, Barnstaple
RANGDALE, THOMAS, Thorner, Yorks, Commercial Traveller Feb 6 at 10 Off Rec, York
SAINT, WILLIAM, Totterdown, Bristol, Builder Feb 18 at 1 15 Off Rec, Bank chmbrs, Bristol
SCHOFIELD, ARTHUR, Manchester, Architect Feb 6 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
SHEPHERD, ALBERT EDWIN, Easingwold, Yorks, Potato Dealer Feb 9 at 1 Off Rec, York
STEER, ELI, Derby, Waiter Feb 6 at 12 Off Rec, St James' chmbrs, Derby
TAYLER, NANCY, Clifton, Bristol, Lodging house Keeper Feb 18 at 1 Off Rec, Bank chmbrs, Bristol
TAYLOR, ALLEN, Saffron Walden, Essex, Fishmonger Feb 9 at 12 Off Rec, 5, Petty Cury, Cambridge
TAYLOR, GEORGE, Stretford, nr Manchester Feb 6 at 3.15 Off Rec, Ogden's chmbrs, Bridge st, Manchester
THOMAS, ALFRED HENRY, Adelaide rd, South Hampstead, School Proprietor Feb 12 at 12 33, Carey st, Lincoln's inn fields
THOMAS, RICHARD E., Cardiff, Banker's Clerk Feb 28 at 3 Off Rec, 29, Queen st, Cardiff
TURNER, JOHN HENRY, Rotherham, Corn Miller Feb 9 at 3 Off Rec, Figtree lane, Sheffield
VINCE, JOHN EBENEZER, East Dereham, Norfolk, Corn Merchant Feb 7 at 12 Off Rec, 8, King st, Norwich
VON WEISSENFELD, GEORGE FERDINAND, Gt Portland st, Analyst Feb 11 at 12 33, Carey st, Lincoln's inn fields
WREGLESWORTH, WILLIAM, York, Bricklayer Feb 9 at 11.15 Off Rec, York

ADJUDICATIONS.

BECK, JACOB, Darwin st, Old Kent rd, Baker High Court Pet Jan 28 Ord Jan 28
BOTTOMLEY, SAM TAYLOR, Greetland, nr Halifax, formerly Cotton Operative Halifax Pet Jan 26 Ord Jan 26
BUDD, ALFRED WILLIAM, Arford, Headley, Southampton, Baker Guildford and Godalming Pet Jan 6 Ord Jan 27
BULLER, JAMES THOMAS, Swansea, Grocer Swansea Pet Jan 19 Ord Jan 26
CARMAN, ALFRED, Maidstone, Tarpaulin Maker Maidstone Pet Jan 24 Ord Jan 24
CASE, HENRY DAVID, Bury St Edmunds, Tailor Bury St Edmonds Pet Jan 27 Ord Jan 27
CHINERY, DAVID, Kingston on Thames, Club Proprietor Kingston, Surrey Pet Dec 4 Ord Jan 28
COLLADON, GERMAIN, Cromwell House, Twickenham, General Merchant High Court Pet March 10 Ord Jan 26
DEPLEDGE, ELIZA, Sheffield, Schoolmistress Sheffield Pet Jan 26 Ord Jan 27
DUGGAN, WILLIAM, Preston, Fishmonger Ashton under Lyne and Stalybridge Pet Jan 22 Ord Jan 26
GERRISH, ANN, and SAMUEL GERRISH, Bitton, Glos, Farmers Bristol Pet Jan 23 Ord Jan 24
GILBERT, EDWARD WILES, Fernholme, St Margarets, Clerk in Holy Orders Cambridge Pet Dec 30 Ord Jan 28
GREENAWAY, RICHARD, Catford Hill, Kent, Carpenter Greenwich Pet Dec 18 Ord Jan 23
HERZ, MORRIS, New Broad st High Court Pet Dec 29 Ord Jan 27
HOWARD, GEORGE HENRY, Rugby, Theatrical Manager Coventry Pet Dec 7 Ord Jan 27
JONES, ROBERT HENRY, Southsea, nr Wrexham, Labourer Wrexham Pet Jan 19 Ord Jan 24
LEE, ROBERT, Blackpool, Model Lodging House Keeper Preston Pet Jan 28 Ord Jan 28
LEYBERG, LOUIS, Cheetham, Manchester, Manager Manchester Pet Jan 27 Ord Jan 27
LINNELL, GEORGE, jun, Market Deeping, Lincs, Engineer Northampton Pet Jan 24 Ord Jan 27
LITTLEWOOD, HENRY, Dudley, Milliner Dudley Pet Jan 21 Ord Jan 23
LORWY, SIGMUND, Liverpool, General Merchant Liverpool Pet Dec 19 Ord Jan 28
MEASURES, CHARLES WILLIAM, Watford, Herts, Baker St Albans Pet Jan 19 Ord Jan 26
MILLER, GEORGE, Rotherham, Labourer Sheffield Pet Jan 27 Ord Jan 27
PRIOR, RICHARD CORNELIUS, Bideford, Builder Barnstaple Pet Jan 10 Ord Jan 27
RANGDALE, THOMAS, Thorner, Yorks, Commercial Traveller York Pet Jan 26 Ord Jan 26
SAINT, WILLIAM, Totterdown, Bristol, Builder Bristol Pet Jan 26 Ord Jan 26

STARY, WILLIAM, Leicester, Greengrocer Leicester Pet Jan 26 Ord Jan 28
STEER, ELI, Derby, Waiter Derby Pet Jan 28 Ord Jan 28
VERITY, WILLIAM COLBURN, Cheltenham, Pawnbroker Cheltenham Pet Dec 3 Ord Jan 27
VINCE, JOHN EBENEZER, East Dereham, Norfolk, Corn Merchant Norwich Pet Jan 8 Ord Jan 28
WADGE, EDWIN HARVEY, Trefrys, Linkinhorne, Cornwall, no occupation East Stonehouse Pet Dec 5 Ord Jan 27
WADGE, ISABELLA, Trefrys, Linkinhorne, Cornwall, Farmer East Stonehouse Pet Dec 5 Ord Jan 27
WREGLESWORTH, WILLIAM, York, Bricklayer York Pet Jan 27 Ord Jan 27
YEO, WILLIAM HENRY, Plymouth, Horse Dealer East Stonehouse Pet Jan 13 Ord Jan 28

London Gazette—TUESDAY, Feb. 3.

RECEIVING ORDERS.

ARMSTRONG, WILLIAM AUGUSTUS FREDERICK, St James villas, New Hampton, Civil Service Clerk High Court Pet Jan 30 Ord Jan 30
BARTLETT, GEORGE HILL, Egremont, Cheshire, Doctor of Medicine Birkenhead Pet Jan 17 Ord Jan 29
BEACON, F, Southampton st, Camberwell, Licensed Victualler High Court Pet Dec 17 Ord Jan 30
BLAMEY, WILLIAM GUY, Veryan, Cornwall, Carpenter Truro Pet Jan 31 Ord Jan 31
BLENKINSOP, RALPH, Redmarshall, Durham, Farmer Stockton on Tees and Middlesborough Pet Jan 29 Ord Jan 29
BRIGGS, THOMAS, Windhill, Shipley, Yorks, Licensed Victualler Bradford Pet Jan 20 Ord Jan 28
CLARK, JOSEPH, Sowerby Bridge, Yorks, Carrier Halifax Pet Jan 30 Ord Jan 30
DOLAN, THOMAS, Woodhouse rd, Leytonstone, Stevedore High Court Pet Jan 30 Ord Jan 30
ELPHINSTONE, Sir HOWARD, Bart, St Alban's pl, Charles st High Court Pet Dec 22 Ord Jan 30
FRANCIS, THOMAS AUSTIN, Orpington, Kent, Licensed Victualler Croydon Pet Jan 14 Ord Jan 27
HOBSON, A R, Queen's rd, Ilford High Court Pet Jan 13 Ord Jan 30
HUGILL, ISAAC, Whitby, Yorks, Licensed Victualler Stockton on Tees and Middlesborough Pet Jan 29 Ord Jan 29
JOLLEY, EDWIN ARTHUR, Hereford, Tailor Hereford Pet Jan 31 Ord Jan 31
JULIER, JAMES, Caister next Great Yarmouth, Carter Gt Yarmouth Pet Jan 29 Ord Jan 29
LAMBERT, F. J., & Co., Temple chmbrs High Court Pet Jan 9 Ord Jan 29
LONGSTAFF, ZILLAH, Coningsby, Lincs, Baker Lincoln Pet Jan 29 Ord Jan 30
LORD, JAMES, Todmorden, Yorks, Travelling Draper Burnley Pet Jan 31 Ord Jan 31
LUCAS, ARTHUR, Bristol, Stevedore Bristol Pet Jan 29 Ord Jan 29
LYNCH, BLOSSE, FRANCIS, Dover, Lieutenant in Highland Light Infantry Canterbury Pet Jan 13 Ord Jan 30
PEARSON, EDWIN, Halifax, Grocer Halifax Pet Jan 31 Ord Jan 31
PHIPPS, FREDERICK JOHN, High Holborn, Saddler High Court Pet Jan 31 Ord Jan 31
POPE, THOMAS, New Swindon, Wilts, Draper Swindon Pet Jan 30 Ord Jan 30
REEVES, WALTER, Ropley, Hants, Farmer Winchester Pet Jan 29 Ord Jan 29
ROBERTSON, STEWART SOUTER, L & N W Railway Co, Eldon st, Clerk High Court Pet Dec 15 Ord Jan 29
RUDD, ISAAC, Grimston, Norfolk, Builder King's Lynn Pet Jan 29 Ord Jan 29
STAUNTON, FREDERICK CHARLES HOWARD, late Churton st, Pimlico High Court Pet Jan 5 Ord Jan 29
STILL, ADAM, Liverpool, Window Glass Merchant Liverpool Pet Jan 30 Ord Jan 30
SWAIN, GEORGE, Brighton, Baker Brighton Pet Jan 31 Ord Jan 31
SYDENHAM, JOHN, Abbeville rd, Clapham Common, Coal Agent Wandsworth Pet Dec 30 Ord Jan 29
TOMLINSON, WILLIAM, West Ashling, Sussex, Baker Brighton Pet Jan 31 Ord Jan 31
WALLER, CHARLES EDE, Luton, Beds, Commission Agent Luton Pet Jan 30 Ord Jan 30
WALSH, HERBERT, Halifax, Plumber Halifax Pet Jan 31 Ord Jan 31
WARDELL, LOUIS, Bedford park, Chiswick High Court Pet Dec 23 Ord Jan 29
WATTS, CLARENCE CHAMBERLAIN, St Stephen's sq, Bayswater High Court Pet Dec 5 Ord Jan 29
WILKIE, WILLIAM, Fairford, Glos, Printer Swindon Pet Jan 31 Ord Jan 31
WOODROFFE, HENRY, Bury St Edmunds, Pork butcher Bury St Edmunds Pet Jan 29 Ord Jan 29
WRIGHT, GEORGE ROBERT, Norwich, Builder Norwich Pet Jan 30 Ord Jan 30

The following amended notice is substituted for that published in the London Gazette of Jan. 20.

VON WEISSENFELD, GEORGE FERDINAND, Gt Portland st, Doctor of Medicine High Court Pet Dec 12 Ord Jan 16

FIRST MEETINGS.

ADDISON, WILLIAM, Abbey st, Bermondsey, late Leather Bag Manufacturer, now out of business Feb 16 at 12 23, Carey st, Lincoln's inn fields
BRIGGS, THOMAS, Windhill, Shipley, Yorks, Licensed Victualler Feb 11 at 11 Off Rec, 31, Manor row, Bradford
BURN, ROBERT JOSEPH, Newcastle on Tyne, Grocer Feb 10 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
CASE, HENRY DAVID, Bury St Edmunds, Tailor Feb 10 at 12.15 Off Rec, Ipswich
CHAPMAN, JAMES, Conduit st, Commercial Clerk Feb 16 at 11 23, Carey st, Lincoln's inn fields
CLARK, JOSEPH, Sowerby Bridge, Yorks, Carrier Feb 13 at 11 Off Rec, 13, Crossley st, Halifax
FARRANT, WILLIAM THOMAS, Ewell, Surrey, Draper Feb 11 at 11.30 24, Railway approach, London Bridge
GILBERT, EDWARD WILES, Fernholme, St Margarets, Clerk in Holy Orders Feb 17 at 12 Off Rec, 5, Petty Cury, Cambridge
GRABURN, EDMUND BROMEHEAD, Croydon, Clerk in G P O Feb 13 at 1 33, Carey st, Lincoln's inn fields
HAYES, AMOZ WILLIAM (Separate Estate), Birmingham Boiler Maker Feb 11 at 11 25, Colmore row, Birmingham
HERBERT, GEORGE, Eton, Bucks, China Dealer Feb 11 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
HERZ, MORRIS, New Broad st Feb 18 at 2.30 33, Carey st, Lincoln's inn
HESSELTINE, JOHN HENRY, Beulah Spa, Upper Norwood, Commercial Traveller Feb 11 at 12.30 24, Railway app, London Bridge
HUGHES, JOHN, New North rd, Islington, House Decorator Feb 11 at 11 33, Carey st, Lincoln's inn
JACKSON, GEORGE, Bracebridge, Lincs, Nurseryman Feb 12 at 12.30 Off Rec, 31, Silver st, Lincoln
JAMES, THOMAS, Ashton, nr Birmingham, Builder Feb 12 at 3 25, Colmore row, Birmingham
JENKS, WILLIAM, and THOMAS ARCHIBALD WOOD, Berners st, Upholsterers Feb 13 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn
JENKINS, FREDERICK, Pontypridd, Glam, Butcher Feb 11 at 11 Off Rec, Merthyr Tydfil
LANGEBEAR, ROBERT, Birmingham, Wholesale Cabinet Brass Founder Feb 13 at 2.30 25, Colmore row, Birmingham
LAPWORTH, THOMAS WILLIAM, and AMOZ WILLIAM HAYES, Birmingham, Boiler Makers Feb 11 at 11 25, Colmore row, Birmingham
LAPWORTH, THOMAS WILLIAM (separate estate), Saltley, Warwickshire, Boiler Maker Feb 11 at 11 25, Colmore row, Birmingham
LAWSON, JAMES, West Chevin, Otley, Yorks, Journeyman Currier Feb 11 at 11 Off Rec, 22, Park row, Leeds
LEE, ROBERT, Blackpool, Model Lodging house Keeper Feb 20 at 3 Off Rec, 14, Chapel st, Preston
LEWIS, LEO, New Clee, Lincs, out of employment Feb 12 at 11 Off Rec, 3, Haven st, Gt Grimsby
LEYBERG, LOUIS, Cheetham, Manchester, Manager Feb 17 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
MEASURES, CHARLES WILLIAM, Watford, Herts, Baker Feb 10 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
MIDDLETON, WILLIAM, Torrington sq, Commission Agent Feb 12 at 11 33, Carey st, Lincoln's inn fields
NICHOLSON, J. H., Bedford sq Feb 12 at 2.30 33, Carey st, Lincoln's inn fields
PEARSON, EDWIN, Halifax, Grocer Feb 13 at 12 Off Rec, 13, Crossley st, Halifax
PHILLIPS, GEORGE THOMAS, Swansea, Painter Feb 11 at 12 Off Rec, 97, Oxford st, Swansea
REEVES, WALTER, Ropley, Hants, Farmer Feb 11 at 3 Black Swan Hotel, Winchester
RIGG, ARTHUR, Old Broad st, Mechanical Engineer Feb 11 at 12 Bankruptcy bldgs, Lincoln's inn
SCHALLEHN, HENRY, Stockwell pk rd, Engineer Feb 11 at 2.30 33, Carey st, Lincoln's inn
SPERRING, HERBERT, Manchester, General Merchant Feb 16 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
STARY, WILLIAM, Leicester, Greengrocer Feb 10 at 12.30 Off Rec, 34, Friar lane, Leicester
VILE, EDWARD, Earlsfield, Surrey, Builder Feb 12 at 11.30 24, Railway approach, London bridge
WALSH, HERBERT, Halifax, Plumber Feb 13 at 11.30 Off Rec, 13, Crossley st, Halifax
WILLIAMS, MORGAN, Pontypridd, Glam, Painter Feb 11 at 10.30 Off Rec, Merthyr Tydfil
YEO, WILLIAM HENRY, Plymouth, Horse Dealer Feb 13 at 3 10, Athenæum terr, Plymouth

The following amended notice is substituted for that published in the London Gazette, Jan. 30.

VON WEISSENFELD, GEORGE FERDINAND, Gt Portland st, Doctor of Medicine Feb 11 at 12 33, Carey st, Lincoln's inn

ADJUDICATIONS.

BLENKINSOP, RALPH, Redmarshall, Durham, Farmer Stockton on Tees and Middlesborough Pet Jan 29 Ord Jan 29
BLYTH, CARLTON E., Berkeley st, Gent High Court Pet Jan 29 Ord July 10
BOULTON, GEORGE WARREN, Coleman st, Forwarding Agent High Court Pet Jan 8 Ord Jan 29
BRIGGS, THOMAS, Windhill, Shipley, Yorks, Licensed Victualler Bradford Pet Jan 20 Ord Jan 31
BROOKE, MARGARET, Doncaster, Chemist Sheffield Pet Jan 26 Ord Jan 30
CANTLE, JAMES AYLWARD, Newtown, Gosport, Builder Portsmouth Pet Jan 26 Ord Jan 28
CHAPMAN, WILLIAM HENRY, Almondsbury, Glos, Farmer Bristol Pet Jan 22 Ord Jan 31
CLARK, JOSEPH, Sowerby Bridge, Yorks, Carrier Halifax Pet Jan 30 Ord Jan 31
COGHLAN, CHARLES FRANCIS, Piccadilly, Actor High Court Pet Dec 13 Ord Jan 29
COLEMAN, BENJAMIN EDWARD, Folkestone, formerly Publican Canterbury Pet Jan 8 Ord Jan 30
EARLE, FREDERICK WILLIAM, Catford, Kent, Clerk to a Tea Merchant Greenwich Pet Jan 16 Ord Jan 30
GAWERDGER, WILLIAM DAVID, Stockport, Joiner Stockport Pet Jan 23 Ord Jan 30
HAMMOND, GEORGE EDWARD, Cheltenham, Wine Merchant Cheltenham Pet Jan 12 Ord Jan 29
HICKSON, JOSEPH WILSON, and HENRY HICKSON, Kingston upon Hull, Leather Factors Kingston upon Hull Pet Jan 7 Ord Jan 29
HOPKINS, WILLIAM, Fairford, Glos, Agricultural Engineer Swindon Pet Jan 9 Ord Jan 31
HUGILL, ISAAC, Whitby, Yorks, Licensed Victualler Stockton on Tees and Middlesborough Pet Jan 29 Ord Jan 29
JEFFERIES, WILLIAM, Penge, Surrey, Provision Dealer Croydon Pet Jan 22 Ord Jan 31
JOLLEY, EDWIN ARTHUR, Hereford, Tailor Hereford Pet Jan 31 Ord Jan 31
JONES, THOMAS, St George st, Soapmaker High Court Pet Dec 31 Ord Jan 30
JULIER, JAMES, Caister next Gt Yarmouth, Carter Gt Yarmouth Pet Jan 29 Ord Jan 29
LAWRENCE, L F, New Bond st, Art Dealer High Court Pet Oct 24 Ord Jan 30
LONGSTAFF, ZILLAH, Coningsby, Lincs, Baker Lincoln Pet Jan 29 Ord Jan 30
LORD, JAMES, Todmorden, Yorks, Travelling Draper Burnley Pet Jan 30 Ord Jan 31
LUCAS, ARTHUR, Bristol, Stevedore Bristol Pet Jan 29 Ord Jan 29
PHIPPS, FREDERICK JOHN, High Holborn, Saddler High Court Pet Jan 31 Ord Jan 31
RUDD, ISAAC, Grimston, Norfolk, Builder King's Lynn Pet Jan 29 Ord Jan 29
SHEPHERD, ALBERT EDWIN, Easingwold, Yorks, Potato Dealer York Pet Jan 28 Ord Jan 28
SMYTHE, FREDERICK, Hornsey rise grdns, Brewer High Court Pet Dec 17 Ord Jan 29
STRANGE, EDWIN SYDNEY, Tunbridge Wells, Builder Tunbridge Wells Pet Jan 14 Ord Jan 30
TAYLOR, HENRY, Accrington, Chemist Burnley Pet Jan 5 Ord Jan 29
TIMMIS, JOHN ERNEST, Liverpool, Tailor Liverpool Pet Jan 6 Ord Jan 30
TOMLINSON, WILLIAM, West Ashling, Sussex, Baker Brighton Pet Jan 30 Ord Jan 31
VILE, EDWARD, Earlsfield, Surrey, Builder Wandsworth Pet Nov 27 Ord Jan 29
WHITE, GEORGE THOMAS, Ripe, Sussex, Baker Lewes and Eastbourne Pet Jan 21 Ord Jan 29
WILKIE, WILLIAM, Fairford, Glos, Printer Swindon Pet Jan 31 Ord Jan 31
WILLIAMS, JAMES, Maindee, Newport, Mon, Builder Newport, Mon Pet Dec 31 Ord Jan 31
WOODROFFE, HENRY, Bury St Edmunds, Pork Butcher Bury St Edmunds Pet Jan 29 Ord Jan 29
WRIGHT, GEORGE ROBERT, Norwich, Builder Norwich Pet Jan 30 Ord Jan 30

The following amended notice is substituted for that published in the London Gazette, Jan. 20.

VON WEISSENFELD, GEORGE FERDINAND, Gt Portland st, Doctor of Medicine High Court Pet Dec 12 Ord Jan 16

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direc to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.